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ABSTRACT

This collective bargaining agreement between Foothill-De Anza Community College District and the Foothill-De Anza Faculty Association establishes conditions of employment for all non-management certificated employees in the District. The articles in the agreement set forth provisions related to: (1) definitions of terms and the scope of the bargaining unit; (2) effect of the agreement; (3) association rights; (4) organizational security; (5) grievance procedures; (6) annual or biannual employee evaluations; (7) part-time faculty; (8) personnel files; (9) load and class size; (10) hours and scheduling; (11) class cancellations; (12) employee reassignment; (13) transfers to other campuses; (14) travel expenses; (15) reduction in force; (16) personal and professional development leaves; (17) pre-retirement reduction in contract; (18) the district's early retirement incentive program; (19) continued employment beyond 70 years of age; (20) post-retirement employment; (21) paid benefits for current and retired employees; (22) salaries; (23) special assignments; (24) summer sessions; (25) the academic calendar; (26) a nondiscrimination clause; (27) contract review and consultation; (28) resignations; (29) reprimands of certificated employees; (30) duration of the agreement; (31) adult education faculty; (32) special adjunct faculty; (33) stipends for training, re-training, or revitalization; (34) a professional conference fund; (35) contract instruction; and (36) professional achievement awards. Salary schedules, academic calendars, and memoranda of understanding concerning the provisions of eight articles and other employment issues are appended. (EJV)

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AGREEMENT

between

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

and the

FOOTHILL-DE ANZA FACULTY ASSOCIATION

JULY 1, 1986-JUNE 30, 1989

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AGREEMENT BETWEEN
FOOTHILL-DE ANZA
COMMUNITY COLLEGE DISTRICT

AND THE

FOOTHILL-DE ANZA
FACULTY ASSOCIATION

JULY 1, 1986

THROUGH

JUNE 30, 1989

A03

TABLE OF CONTENTS *

ARTICLE		PAGE
1	General Provisions	1
2	Effect of Agreement	3
3	Association Rights	4
4	Organizational Security	7
5	Grievance Procedure	10
6	Evaluation	16
7	Part-Time Faculty	18
8	Personnel Files	25
9	Load and Class Size	27
10	Hours and Scheduling	29
11	Class Cancellation	31
12	Reassignment	32
13	Transfer	33
14	Travel Expenses	34
15	Reduction in Force	35
16	Leaves	38
17	Professional Development Leaves	44
18	Pre-Retirement Reduction in Contract	48
19	Early Retirement Incentive Program	50
20	Continued Employment Beyond Age 70	52
21	Post-Retirement Employment	54
22	Paid Benefits	55

* Also see Index, page 110

TABLE OF CONTENTS (continued)

ARTICLE		PAGE
23	Paid Benefits for Retired Employees	58
24	Salaries for Certificated Employees	60
25	Special Assignments	61
26	Summer Sessions	62
27	Calendar	64
28	Nondiscrimination	65
29	Contract Review and Consultation	66
30	Resignation	67
31	Reprimand of Certificated Employees	68
32	Duration	69
33	Adult (Non-Credit) Education	70
34	Special Adjunct Faculty	72
35	Training/Re-Training	74
36	Professional Conference Fund	76
37	Contract Instruction	77
38	Professional Achievement Awards	79
39	Telecommunications	84
Appendix A	Faculty Salary Schedule, 1987-88	86
Appendix B	Child Development Program Faculty Salary Schedule, 1987-88	88
Appendix C	Part-Time Faculty Salary Schedule 1987-88	90
Appendix D	Vocational Placement	92

A05

TABLE OF CONTENTS (continued)

		PAGE
Appendix E	Adult Education Salary Schedule 1987-88	94
Appendix F	Hours of Leave To Be Deducted for Absences	95
Appendix G	Calendars	96
Index		110

Memorandums of Understanding:

Load and Class size	98
Reassignment/Transfer	99
Continued Employment beyond Age 70	100
Paid Benefits	101
Salaries for Certificated Employees	103
Summer Sessions	104
Contract Instruction	105
Commencement	106

Article 1
GENERAL PROVISIONS

1.1 Unless expressly provided otherwise, the following definitions shall govern the interpretation and construction of this Agreement:

1.1.1 "Association" or "FA" means the Foothill-De Anza Faculty Association.

1.1.2 "Board" means the Board of Trustees of the Foothill-De Anza Community College District, the Chancellor, or any of the Board's officers or employees who have delegated authority to act for the Board. The words "Board itself" mean the governing board of the District.

1.1.3 "Certificated employee" means any employee in the bargaining unit as defined in Section 1.2.

1.1.4 A "contract employee" is a probationary certificated employee.

1.1.5 A "regular employee" is a permanent or tenured certificated employee.

1.1.6 "Chancellor" means the Chancellor of the Foothill-De Anza Community College District.

1.1.7 "District" means the Foothill-De Anza Community College District.

1.1.8 "College year" means July 1 through June 30.

1.1.9 "Academic year" means that portion of the college year that extends from the beginning of the Fall Quarter through the end of the Spring Quarter.

1.2 The bargaining unit covered by this Agreement includes every employee of the District who is not designated by the Board as a confidential, supervisory, or management employee and who is employed by the Board in a position requiring certification qualifications. This section shall be construed as including in the bargaining unit those employees who are simultaneously employed in positions requiring certification qualifications and in positions not requiring certification qualifications, but only to the extent that they are employed in positions requiring certification qualifications.

1.3 Any individual employment contract between the Board and any certificated employee shall be subject to and consistent with the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall govern.

1.4 As soon as it is reasonably able to do so after the ratification of this Agreement, FA shall provide the Board with a camera-ready copy of this Agreement. Within 30 days after its receipt of such a copy, the Board shall provide FA with a sufficient number of copies of the Agreement for distribution to each certificated employee. FA shall, at its expense, distribute a copy of this Agreement to each certificated employee.

Article 2
EFFECT OF AGREEMENT

2.1 This Agreement expresses the entire understanding between the Board and FA and supersedes all previous agreements between them, whether written or oral. It also supersedes any rules, regulations, policies or practices of the Board that are contrary to or inconsistent with its terms.

2.2 If any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of the Agreement as long as it can be effective without the invalid provision. To this end, the provisions of this Agreement are severable.

2.3 It is understood and agreed that the Board retains all of the rights, powers and authority vested in it by law to direct, control and govern the District. The exercise of the Board's rights, powers and authority, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by applicable provisions of law or by the terms of this Agreement.

2.4 The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.

2.5 This Agreement shall not modify or replace the rights of certificated employees except as the specific and express terms of this Agreement require, and then only to the extent permitted by law.

2.6 The Board acknowledges that, with respect to the bargaining unit covered by this Agreement, the Board shall meet and negotiate on matters within the scope of representation only with FA, as long as FA remains the exclusive representative of the bargaining unit.

Article 3
ASSOCIATION RIGHTS

3.1 The Association retains all rights guaranteed to emp.oyee organizations under Government Code Sections 3540 and following and all rights accorded by the Public Records Act. (Gov. Code Sec. 6250 and following), the Ralph M. Brown Act (Gov. Code Sec. 54950 and following), and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this Agreement. The rights retained by the Association include, but are not limited to, the right to have access to any record containing information relating to the conduct of the District's business that is open to inspection under the Public Records Act (including but not limited to records relevant to the preparation of the annual District budget), the right to receive a notice and agenda for each Board meeting, and the right to receive the name, address and salary of each certificated employee.

3.2 All written policies, rules, regulations or procedures governing conditions of employment of the members of the bargaining unit that are to be generally distributed to certificated employees shall be provided to the Association. General distribution means distribution to an entire division, segment, program, college or other administrative unit of the District.

3.3 Upon filing an appropriate form provided by the Board, each certificated employee shall have the right to have deductions of at least $2 per item made from his or her monthly salary for the following:

3.3.1 Dues to either of the following professional associations:

3.3.1.1 Faculty Association of California Community Colleges.

3.3.1.2 California Personnel and Guidance Association.

3.3.2 Dues to a professional association not listed in Subsection 3.3.1 if at least ten certificated employees request a deduction for the same organization.

3.3.3 Purchase of tax-deferred annuities approved by the Board. Changes shall be limited to one per calendar year as specified by IRS regulations.

3.3.4 Payment to a credit union.

3.3.5 Purchase of government savings bonds.

3.3.6 Premiums for insurance sponsored by a professional association, FA, or the District.

3.3.7 Contributions to any special fund administered by the Board, by FA, or both.

3.3.8 Contributions to a student loan fund or a student assistance fund administrated by the Board.

3.3.9 Contribution to any tax exempt charitable organization, if at least 50 employees request a deduction for the same charitable organization.

3.3.10 Contributions to the Foothill-De Anza Foundation.

3.3.11 Such other payments or contributions as may be mutually agreed upon by the Board and FA.

No deduction shall be permitted during the term of this Agreement for the payment of any dues, fees, or contributions to any employee organization as defined in Government Code Section 3540.1 other than FA.

3.4 On or before June 1 of each year, the Association shall provide the Board with a list of the certificated employees who will serve as Association Executive Council members during the succeeding academic year. Upon the timely receipt of the list, the Board shall establish a work assignment for each Association Executive Council member that will reasonably permit him or her to attend the regular meetings of the Council.

3.5 During the first two weeks of the quarter preceding the commencement of negotiations on an agreement to succeed this Agreement, or on any reopeners contained in this Agreement, the Association shall provide the Board with the names of a reasonable number of certificated employees who will serve as the FA negotiating team. Upon the timely receipt of this information, the Board shall establish a work assignment for each member of the negotiating team that will reasonably enable the parties to establish regularly scheduled negotiating sessions of at least two per week at which all team members can be present.

3.6 For the purpose of meeting and negotiating and for the processing of grievance, certificated employees representing the Association shall receive reasonable periods of released time as follows:

3.6.1 The Association may request and the Board shall provide released time equivalent to a maximum of 3.0 full-time faculty assignments. In addition, the Chancellor may approve an additional 1.0 full-time equivalent faculty assignments of released time each year if the Association also requests 0.5 FTE released time for that year under subsection 3.6.2.

3.6.2 In addition to the released time provided for in subsection 3.6.1, the Board shall provide further released time as requested by the Association, if the Association reimburses the Board for the full cost of any released time so requested.

3.6.3 The cost of released time provided under subsection 3.6.2 shall be equal to the full cost (including salary, paid benefits and retirement contributions, to the extent applicable) the Board would

have to incur to replace the certificated employees granted release time. The full replacement cost shall be calculated by using the average compensation paid to part-time temporary certificated employees employed by the District during the academic year the released time is provided.

3.6.4 Each quarter, at least two weeks before the date on which division chairs are required to submit tentative class schedules, the Association shall inform the Board of the names of certificated employees it has designated to receive released time during the quarter and the extent to which each will be released from his or her normal duties.

3.6.5 All released time provided under this section shall be distributed in a manner requested by the Association, provided that all released time shall be granted in complete service increments only. A complete service increment is one course per quarter or its equivalent.

3.7 For each of the following committees the Association may designate a certificated employee to represent it as a nonvoting member of the committee:

3.7.1 De Anza President's Cabinet, as long as the President requests a representative from FA;

3.7.2 Foothill President's Advisory Council, as long as the President requests a representative from FA;

3.7.3 De Anza Instructional Policies and Procedures Committee;

3.7.4 Foothill Curriculum Committee;

3.7.5 District Affirmative Action Committee;

3.7.6 District Risk Management Committee.

The President of FA may also represent the Association on the District Council of Presidents as long as the Chancellor requests participation by the Association on the Council.

A12

Article 4
ORGANIZATIONAL SECURITY

4.1 Unless expressly provided otherwise, every certificated employee shall, as a condition of continued employment during the term of this Agreement, either become a dues-paying member of FA, or pay FA a service fee in an amount not to exceed the periodic dues and general assessments of the Association. The Board shall inform all new certificated employees of their obligations under this Article.

4.2 Each certificated employee who is required to pay dues or service fees pursuant to Section 4.1 shall, within 30 days of his or her initial employment, or within 30 days of the effective date of this Article, whichever is later, either:

4.2.1 File an appropriate payroll deduction form provided by the Board authorizing and instructing the Board to deduct from each salary warrant due the employee for services as a certificated employee the sum necessary to meet the employee's financial obligation to FA; or

4.2.2 Enter into an appropriate agreement with FA regarding compliance with this Article, which may include a reasonable fee for providing this service.

The payroll deduction form or a copy of the agreement with FA shall be filed with the Director of Personnel Services.

4.3 Upon receipt of a properly executed payroll deduction form pursuant to Section 4.2 , the Board shall forward a copy of the form to FA and deduct from each salary warrant due the certificated employee an amount determined by the current FA dues or service fee schedule, provided, however, that each change to the schedule is received by the Board on or before the tenth day of the month during which the change is to become effective. Within ten working days after the deduction has been made, the Board shall remit the entire amount deducted (less the actual cost, if any, of making the deduction) to FA. If the Board does not remit the amount due within ten working days, the Board shall pay FA interest on the amount due at the rate of 7% per annum. The Board shall have no other obligation with respect to the amount deducted pursuant to this article, whether express or implied.

4.4 Together with the aggregate amount deducted from the payroll and payable to FA, the Board shall transmit to FA an alphabetical list of certificated employees who have had dues or service fees deducted from their salaries.

4.5 The Board shall immediately notify FA if any employee revokes a payroll deduction form required by Section 4.2, or if it has knowledge that a certificated employee has failed to comply with this article.

4.6 Upon receipt of notice from the Board pursuant to Section 4.5 that a certificated employee has revoked his or her payroll deduction or if a certificated employee has otherwise failed to comply with the requirements

of this article, FA shall notify each employee involved that compliance with this article is a condition of continued employment as specified in Gov. Code Sec. 3540.1(k)(2) and that, if he or she does not comply, he or she will be dismissed from employment with the District as required by this article. Such notice shall be sent to the employee by certified mail with a copy to the Director of Personnel Services.

4.7 If any employee who has been sent the notice prescribed by Section 4.6 does not, within 30 days from the date of the notice, either authorize the deduction of dues, service fees or scholarship contributions, or pay directly to FA the full amount due for the academic year, FA may send a written request to the Chancellor, with a copy to the employee, that the employee be dismissed. Upon receipt of the request, the District shall commence disciplinary action either to dismiss the employee for cause, or, if the employee is a part-time temporary certificated employee, to terminate the employee's reemployment preference, if any, and all associated service credit.

4.8 Notwithstanding any other provision of this article, any employee:

4.8.1 Who has a sincere philosophical objection to contributing funds for employee representation and who has not in the past paid dues or service fees to any employee organization for the purpose of being represented in relations with his or her employee; or

4.8.2 Who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, may file an "Objection to Payment of Fees" under Section 4.9.

4.9 An "Objection to Payment of Fees" shall be filed with the FA and the Director of Personnel Services in writing and shall include:

4.9.1 For employees who qualify under Section 4.8.1, a statement of the nature of the employee's objection and certification that the employee has not in the past paid dues or service fees to any employee organization for the purpose of being represented in relations with his or her employers; or

4.9.2 For employees who qualify under 4.8.2, a statement signed by the employee identifying his or her religious affiliation and explaining the tenet or teaching under which the objection is made.

4.10 In lieu of dues or service fees, any certificated employee who qualifies under Section 4.8 may:

4.10.1 If he or she filed an "Objection to Payment of Fees" under Section 4.9.1, pay monthly amounts equal to the service fee to the "FA Schclarship Fund," or

4.10.2 If he or she filed an "Objection to Payment of Fees" under Section 4.9.2, pay monthly amounts equal to the service fee to one of the

following: FA Scholarship Fund, the Foothill-De Anza Colleges Foundation, any scholarship fund administered by the District, or a tax-exempt charitable organization for which payroll deductions may be made under subsection 3.3.9. If the payments under this section are not made by payroll deduction, either the Board of FA may annually require the certificated employee to provide proof of payment.

4.11 Scholarships from the "FA Scholarship Fund" shall be awarded to students of the District on the basis of need and scholastic achievement only. The fund, including earned interest, shall be administrated by FA for this purpose.

4.12 As provided in Covernment Code Section 3546.3, if any employee who qualifies under Section 4.8 requests the assistance of FA in using the conciliation and grievance procedure set forth in Article 5, or in representing the employee in individual issues related to terms and conditions of employment, FA may charge the employee for the reasonable cost of providing these services.

Article 5
GRIEVANCE PROCEDURE

The Faculty Association and the Board recognize that the prompt resolution of differences is essential to sound employer-employee relations. To this end, the following procedures are adopted.

5.1 Conciliation

5.1.1 A conscientious effort shall be made to resolve differences related to the Agreement between certificated employees and the Board at the lowest possible administrative level before a grievance may be filed.

5.1.2 To encourage informal and confidential resolution of disputes, the Faculty Association shall maintain a conciliation committee to assist certificated employees in resolving potential grievances.

5.1.3 Evidence of either party's conduct or statements during conciliation efforts between the certificated employee and the Board shall be inadmissible in any subsequent grievance proceeding.

5.2 Definitions

5.2.1 "Grievance" means a written statement by a certificated employee alleging that he or she has been wronged by the Board's violation, misinterpretation, or misapplication of specific provisions of the Agreement. "Grievance" also means a written statement by the Faculty Association alleging that the Association itself has been wronged by the Board's violation, misinterpretation, or misapplication of specific provisions of the Agreement. "Grievance" also means a written statement by the Faculty Association signed by an individual certificated employee alleging that the employee has been wronged by the Board's violation, misinterpretation, or misapplication of specific provisions of the Agreement.

5.2.2 "District representative" means a management employee designated by the Chancellor to represent the District at all stages of a grievance proceeding.

5.2.3 "Working day" means any day during which the central administrative offices of the District are open for business.

5.2.4 "School day" means any day when the colleges are in session during the regular academic year.

5.2.5 To "file" means to deliver either personally or by certified mail, return receipt requested. A document is "filed" on the day it is received.

5.2.6 "Notice" means a Notice of Grievance on a form agreed upon by the Association and the Board.

5.2.7 "Shall" is mandatory; "may" is permissive.

5.3 Step 1 - Filing a Formal Grievance

5.3.1 Who May File. A grievance may be filed by any of the following individuals as long as he or she is not alleging a violation, misinterpretation or misapplication previously and unsuccessfully grieved:

5.3.1.1 Any certificated employee who, at the time of filing, is a member of the bargaining unit;

5.3.1.2 Any former certificated employee who was a member of the bargaining unit during the preceding academic quarter; or

5.3.1.3 An officer of FA who has been authorized to file the grievance on behalf of the Faculty Association by its Executive Council; or

5.3.1.4 An officer of FA who has been authorized by an individual certificated employee to file the grievance on behalf of the employee.

5.3.2 Representation. Upon the filing of the grievance and thereafter, the District representative may be accompanied by an advisor who may advise, or act for, the District representative. A grievant may be advised and represented by:

5.3.2.1 Representatives of FA;

5.3.2.2 A representative of his or her own choosing other than FA; or

5.3.2.3 Himself or herself.

5.3.3 Filing and Time Limits on Filing. A formal grievance shall be initiated by the filing of a written notice of Grievance on a form agreed upon by FA and the Board. The notice shall:

5.3.3.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, the circumstance or action of discovery of the circumstance or action;

5.3.3.2 State the remedy sought;

5.3.3.3 State the name, address, and telephone number of the grievance's representative, if known; and

5.3.3.4 Include the grievant's name, address, home and work telephone numbers, and signature.

5.3.4 The notice shall be filed with the Director of Personnel Services with copies to FA and the College President within 30 school days after the grievant discovered or reasonably could have discovered the circumstance or action giving rise to the grievance. Regardless of the date of the discovery, however, a notice shall not be timely if it is filed more than one year after the circumstance or action giving rise to the grievance.

5.3.5 Upon receipt of a Notice, the Director of Personnel Services shall ask the Chancellor to designate a District representative.

5.4 Step 2 - Internal Review

5.4.1 Within three working days of the filing of the Notice, the College President shall schedule a meeting with the grievant and his or her representative to afford them a reasonable opportunity to be heard. The President may also seek additional information about the grievance from any source.

5.4.2 Within seven working days following the meeting with the grievant, the President shall make a decision regarding the grievance. The decision shall be in writing and shall be sent to the grievant with copies to the District representative and FA.

5.4.3 The President may designate another employee of the District to conduct the internal review and render a decision under this section, but the President's designee shall, to the extent practical, be someone who has had no previous involvement in the events upon which the grievance is based.

5.5 Step 3 - Request for Arbitration

5.5.1 If the President denies the grievance or fails to make a timely decision, the grievant may request in writing that FA submit the grievance to arbitration. FA shall have the exclusive right to submit the decision to arbitration. If FA declines to submit the decision to arbitration, the grievant shall have exhausted his or her administrative remedies and is free to pursue other remedies that may be available.

5.5.2 If FA chooses to exercise its right to submit the grievance to arbitration, it shall file with the Director of Personnel Services a written request for arbitration signed by the grievant and an authorized representative of FA. The request for arbitration shall be filed within ten school days following the date of the President's decision or, in the event the President failed to make a timely decision, within ten school days following the date on which the President's decision was due under Section 5.4.2.

5.5.3 Failure to file a request for arbitration within the time specified in Section 5.5.2 shall terminate the grievance.

5.5.4 Unless FA and the Board mutually agree upon an arbitrator within two school days of the filing of a request for arbitration, a representative of FA and a representative of the Board shall jointly request the California State Conciliation Service to submit a list of seven available arbitrators.

5.5.5 Within two school days of the receipt of the list of arbitrators from the State Conciliation Service, the representatives of FA and the Board shall alternately strike names from the list until only one name remains. That person shall serve as arbitrator. A toss of a coin shall determine which representative strikes the first name from the list.

5.5.6 The designated representatives shall immediately send a notice of selection to the chosen arbitrator, requesting an arbitration hearing as soon as possible. The notice of selection shall be accompanied by a copy of the Agreement, a copy of the Notice of Grievance, and the Notice of Intent to Consolidate Grievances, if applicable.

5.5.7 The arbitrator shall establish as early a hearing date as is practical; provided, however, that the arbitrator shall notify the grievant, the District representative, and FA of the date, time, and place of the hearing at least five working days in advance of the date set for the hearing.

5.5.8 If the arbitrator fails to establish a hearing date that is within 90 calendar days of the date of his or her selection, either FA or the Board may request the selection of a new arbitrator pursuant to Sections 5.5.4 through 5.5.8.

5.6 Arbitration Hearing

5.6.1 It shall be the duty of the arbitrator to hold a hearing for the purpose of considering arguments and evidence submitted by parties to the grievance and forming a decision that will conclude the grievance. Irrelevant and unduly repetitious evidence shall be excluded.

5.6.2 Except as otherwise provided herein, the voluntary labor arbitration rules of the American Arbitration Association shall govern the arbitration proceedings.

5.6.3 Attendance at the hearing shall be limited to:

5.6.3.1 The grievant and the grievant's representative, if any;

5.6.3.2 The District representative and the District representative's advisor, if any;

5.6.3.3 The arbitrator;

5.6.3.4 Witnesses, but only while giving evidence;

5.6.3.5 An observer designated by the Faculty Association;

5.6.3.6 The Director of Personnel Services or an observer designated by the Director; and

5.6.3.7 A court reporter, if any.

5.6.4 At the hearing, only the participants listed in Sections 5.6.3.1 through 5.6.3.4 may participate. The grievant and all necessary witnesses shall be provided released time for the time during which they are needed at the hearing.

5.6.5 The grievant shall demonstrate that he or she was wronged by the Board's violation, misinterpretation or misapplication of specific provisions of the Agreement as alleged in the grievance.

5.6.6 The arbitrator shall, as soon as possible after the conclusion of the hearing, prepare his or her report. The arbitrator's report shall consist of the arbitrator's detailed findings of fact and conclusions. If the arbitrator's findings and conclusions establish that the Board has violated, misinterpreted or misapplied specific provisions of the Agreement as alleged in the grievance, the arbitrator's decision shall enforce the terms of the Agreement so as to remedy the wrong to the individual grievant, but the arbitrator shall not add to, substract from, or otherwise modify the terms of the Agreement. If the arbitrator's findings and conclusions establish that a monetary award is necessary to enforce the terms of the Agreement so as to fully remedy the wrong to the individual grievant, such an award (including interest, if appropriate) shall be made.

5.6.7 The decision of the arbitrator shall be final and binding.

5.6.8 Each party shall bear the costs of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator shall be shared equally by FA and the Board.

5.7 General Provisions

5.7.1 The time limits specified in these procedures are maximum limits and every effort shall be made to expedite the process. Notwithstanding this provision, any time limit specified in these procedures may be extended by agreement of the parties.

5.7.2 The Notice of Grievance may be reasonably amended at any time prior to the filing of a request for arbitration, as long as the amendment relates directly to the allegations contained in the original Notice of Grievance.

5.7.3 Grievances may be consolidated by action of the Executive Council before Step 3 - Request for Arbitration as follows:

5.7.3.1 A Notice of Intent to Consolidate Grievances shall be sent to the Director of Personnel Services within three working days of the Executive Council's action along with each grievant's written consent to consolidation.

5.7.3.2 Unless the Board objects to the joining of grievances in a particular instance, the grievances shall be consolidated in all remaining steps of the grievance procedure.

5.7.3.3 If the Board objects to a particular consolidation of grievances by the Executive Council, each grievance shall be treated separately at all steps of the grievance procedure preceding arbitration but shall be joined at arbitration if the arbitrator rules that consolidation is appropriate.

5.7.3.4 In the event that the Board objects to a particular consolidation of grievances, the Director of Personnel Services shall provide FA with a written statement of the Board's objections within three working days of receipt of the Notice of Intent to Consolidate Grievances.

5.7.3.5 The final decision in a consolidated grievance shall be binding upon all parties to the grievance.

5.7.4 A grievance may be withdrawn at any time.

5.7.5 The parties may, by mutual agreement, proceed immediately to arbitration of any grievance.

5.7.6 All documents, communications and records dealing with the processing of a grievance shall be placed in a separate grievance file, except that any document or record removed from a personnel file or any other file for use in a grievance proceeding shall be returned to the original file.

Article 6
EVALUATION

6.1 The Board shall complete an official evaluation of each contract certificated employee at least once every academic year and of each regular certificated employee at least once every two academic years. Each temporary certificated employee, if employed by the District for three quarters, whether or not successive, shall be evaluated at least once during that period and, if employed thereafter, at least once every six quarters of employment. The Board may utilize either an appropriate management employee or a regular certificated employee designated by management to conduct such an evaluation. The use of non-management personnel for conducting official evaluations shall be pursuant to the stipulations outlined in Article 25 (Special Assignments) of this Agreement.

6.2 The purpose of an official evaluation is to:

6.2.1 Recognize outstanding performance;

6.2.2 Improve satisfactory performance and further the growth of employees who are performing satisfactorily;

6.2.3 Identify weak performance, and assist employees in achieving required improvement; and

6.2.4 Document unsatisfactory performance.

An official evaluation shall review the certificated employee's performance of all of his or her contractual obligations, not only performance in the classroom.

6.3 The official evaluation of a certificated employee shall be recorded on an appropriate evaluation form and promptly placed in the certificated employee's on-campus personnel file. The evaluation form shall be signed by an appropriate management employee and the certificated employee, unless, after reviewing the evaluation, the certificated employee elects to sign a separate form stating his or her reasons for refusing to sign the official evaluation form. This form shall be attached to the official evaluation and promptly placed in the employee's on-campus personnel file.

6.4 If, within 15 working days of the completion of the evaluation form, the certificated employee fails or refuses to sign either the official evaluation form or the separate form specified by Section 6.3, the official evaluation form shall be placed in the employee's on-campus personnel file and a copy shall be sent to the employee by certified mail. The certified mail receipt shall be attached to the official evaluation in the employee's personnel file. Upon request of the employee, or if required by Section 6.5, self, peer and student evaluations shall also be performed and the results of such evaluation shall be included in the certificated employee's on-campus personnel file.

6.5 In addition to official evaluations, self, peer and student evaluation of each contract and regular certificated employee shall be performed if prescribed by division or department procedures. Procedures for self, peer and student evaluation may be modified if such modification is agreed upon by the President and a majority of the contract and regular certificated employees in a division or department.

6.6 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

Article 7
PART-TIME FACULTY

7.1 Unless the context requires otherwise, the following provisions shall govern the interpretation and construction of this article:

7.1.1 "Part-time temporary certificated employee" means any certificated employee who is employed pursuant to Education Code Section 87482 for no more than 60 percent of the annual load of scheduled duties for a full-time regular employee having comparable duties. For the purposes of this article, scheduled duties are those duties that comprise the portion of a regular certificated employee's contractual responsibilities that consist of assigned teaching, counseling, or librarianship. A part-time temporary certificated employee may serve all of his or her annual part-time load in fewer than three quarters.

7.1.2 "Part-time faculty member," for the purposes of this article only, means either a part-time temporary certificated employee or a contract or regular certificated employee to the extent he or she is employed pursuant to this article for extra pay.

7.1.3 "Service credit" means the credit toward reemployment preference that a part-time faculty member earns for having completed one or more assignments in a division during a quarter. To earn a unit of service credit in a division, a part-time faculty member must serve satisfactorily for the full term of each of his or her assignments in the division during the quarter and complete a period of orientation and introduction to teaching at the college. The period of orientation and introduction to teaching shall be prescribed by the college but shall not exceed eight hours (compensated at the rate of $15 per hour) and may be waived by the President or his or her designee.

7.1.4 The Board shall post a calendar of dates for the development of the class schedule for each academic quarter in division offices and other appropriate places and provide a copy of the calendar to each part-time faculty member who requests one. Each part-time faculty member with reemployment preference as specified in Section 7.2, may, before the date on which the first draft of the class schedule for a particular quarter is compiled, state his or her availability and assignment preference in writing to the appropriate division chair or dean. This information shall be considered in preparing the class schedule.

7.1.5 An assignment is offered to a part-time member only upon the mailing of a "Notification and Acceptance of Assignment" card or letter to the faculty member's last known address as it appears in his or her on-campus personnel file. If such an offer is not

expressly declined, it shall be deemed to be declined if the official notification document is not signed and returned to the office specified on the card or letter within 14 calendar days of the date on which it was mailed or seven calendar days before the beginning of the quarter, whichever is earlier, provided the Board has made a good faith effort to notify the part-time faculty member by telephone (or certified letter, return receipt requested) of the mailing of the assignment card or letter and the date on which it should be returned. If an assignment begins later than the first week of the quarter, the offer of assignment shall be deemed to be declined if the official notification is not signed and returned to the office specified on the card or letter within 14 calendar days of the date on which it was mailed or seven calendar days before the date on which the assignment begins, whichever is earlier, provided the Board has made a good faith effort to notify the part-time faculty member by telephone (or certified letter, return receipt requested) of the mailing of the assignment card or letter and the date on which it should be returned. The Board shall keep a record of all attempts to reach a part-time faculty member by telephone or certified letter and shall make such record available to FA.

7.1.6 Notwithstanding Section 7.1.5, if the official notification card or letter cannot be mailed to the part-time faculty member at least 15 calendar days before the beginning of the quarter or (in the case of an assignment that begins later than the first week of the quarter) 15 days before the date on which the assignment is to begin, the offer of assignment may be made orally or by personal delivery of the official notification card or letter. If such an assignment is not expressly declined, it shall be deemed to be declined if the official notification card or letter is not signed and returned to the office specified on the card by the time specified in the offer.

7.1.7 If an assignment is canceled or withdrawn, a notice of the action shall be effective once it is received by the faculty member, whether orally or in writing, or upon deposit in the U.S. mail with postage prepaid addressed to the faculty member at his or her last known address as it appears in his or her on-campus personnel file. If the notice is given orally, it shall be confirmed in writing.

7.2 Service credit shall be earned in the division or divisions in which a part-time faculty member is assigned during a quarter. After earning three quarters of service credit in a division, and upon receipt of a formal evaluation recommending reemployment preference, a part-time faculty member shall have reemployment preference in that division; however, the reemployment preference shall only apply in the college for which the service was rendered. A part-time faculty member with reemployment preference in a division shall be offered assignments in that division before any part-time faculty member without reemployment preference in the

division is offered assignments in that division, provided the part-time faculty member with reemployment preference is qualified for the assignments. For purposes of this article only, "qualified" shall mean (1) holding a valid California credential specifying qualifications to render service in the assignment, (2) having adequate preparation for the specific nature of the assignment through appropriate education or experience, and (3) possessing effective skills relevant to the assignment. The Board shall be the judge of whether or not a part-time faculty member has adequate preparation for the specific nature of an assignment and possesses effective skills relevant to that assignment, but in making the judgment, the Board shall apply assignment standards that are substantially the same as those used in assigning contract or regular faculty within the division. No part-time faculty member shall have any reemployment preference except as provided in this article or as required by law.

7.3 If, during any particular quarter, there are more part-time faculty members with reemployment preference in a division than there are available assignments in that division, the available assignments shall be offered to those part-time faculty members who are the most senior, provided they are also qualified for the assignments. Seniority shall be determined by the part-time faculty member's first quarter or semester of employment as a part-time faculty member at the college, provided the part-time faculty member has not had a break in service as a part-time faculty member. If there has been a break, seniority shall be determined by the employee's first quarter or semester of service as a part-time faculty member following the most recent break. A part-time faculty member has had a break in service if, for any reason whatsoever, he or she has not completed an assignment at the college as a part-time faculty member for six or more consecutive quarters.

7.4 An assignment is not available for the purposes of this article if, at any time before the beginning of the quarter, the assignment is needed to fill the normal load of a contract or regular certificated employee. After Notification of Assignment cards have been issued, the Board shall consider the seniority of part-time faculty members as a relevant but not controlling factor in deciding which particular assignments are needed to fill the normal load of contract or regular certificated employees and must therefore be withdrawn as part-time assignments.

7.5 After the quarter begins, a part-time faculty member shall not be displaced by a contract or regular certificated employee or by a more senior part-time faculty member. However, the Board may withdraw a part-time assignment after the beginning of the quarter but before the commencement of the assignment if it is needed to fill the normal load of a contract or regular certificated employee. In that case, the Board shall pay the employee affected by the withdrawal 10 percent of the salary he or she would have received for the assignment if it had been completed.

7.6 The Board shall have the authority to make and terminate assignments in a manner that will insure that the workload of each part-time faculty member who is a part-time temporary certificated employee does not exceed 60% of

the annual load of scheduled duties for a full-time regular certificated employee having comparable duties. However, if there are a sufficient number of available assignments, before new part-time faculty members are hired, the Board shall offer the part-time temporary certificated employee or employees who are the most senior more than one assignment during a quarter, provided each qualified part-time faculty member with reemployment preference has been offered at least one assignment, and, provided further that this section shall not require the Board to offer any assignment in excess of 35 percent of a full-time annual load of scheduled duties. For the purposes of this section only, one course or the equivalent of four lecture hours, whichever is greater, shall constitute "an assignment."

7.7 A part-time faculty member shall retain his or her reemployment preference or service credit unless it is terminated pursuant to the provisions of this article.

7.8 The reemployment preference of a part-time faculty member in a division shall be terminated at a college if the faculty member declines an assignment in the division. This provision shall not result in the termination of reemployment preference when:

7.8.1 An assignment is canceled because of low enrollment or low attendance;

7.8.2 The part-time faculty member is unable to accept or commence an assignment because of

7.8.2.1 Verified illness; or

7.8.2.2 Other extenuating personal circumstances which the part-time faculty member and the appropriate dean mutually agree make acceptance or commencement impossible;

7.8.3 An assignment is canceled for any reason other than misconduct or poor evaluation;

7.8.4 The part-time faculty member requests not to receive an assignment in the division if the request is in writing and is received by the appropriate dean at least 60 calendar days before the beginning of the quarter. If a part-time faculty member makes only one request of this kind in any five-year period, it shall be honored. Requests not to receive an assignment for two or three consecutive quarters shall be counted as a single request;

7.8.5 The part-time faculty member turns down an assignment that is offered to replace another assignment that was canceled;

7.8.6 The part-time faculty member accepts an assignment at another college in the District before receiving an offer of an assignment from the college where he or she has earned reemployment preference or service credit;

7.8.7 The part-time faculty member turns down an assignment that was offered under provisions of Section 7.1.6;

7.8.8 The part-time faculty member is a recipient of released time from his or her part-time assignment under Section 3.6;

7.8.9 The assignment is withdrawn because it is needed to fill the load of a contract or regular certificated employee under Section 7.4 or 7.5;

7.8.10 The part-time faculty member requests not to receive an assignment in a division because he or she has accepted a conflicting assignment in another college, provided the request is in writing, accompanied by proof of the conflicting assignment, and is received by the appropriate dean no more than five calendar days after the date on which the "Notice and Acceptance of Assignment" was mailed.

7.9 The reemployment preference or service credit of a part-time faculty member shall be terminated at a college if the President or his or her designee concludes that the part-time faculty member does not meet the standards of performance and academic excellence that are required of certificated employees by the District. The conclusion of the President shall be based upon:

7.9.1 An official evaluation as defined in Article 6 completed by an appropriate dean or regular certificated employee designated by the dean. Following the evaluation, the part-time employee shall be given an opportunity to meet with the appropriate dean and his or her designated certificated employee, if one was used, to discuss the evaluation and to define necessary improvements. The employee shall have the right to have an FA conciliator present at this meeting.

7.9.2 Written notification by certified mail to the part-time faculty member of the improvements necessary for continued employment by the college;

7.9.3 A second official evaluation by both an appropriate dean and either another management employee or regular certificated employee designated by management. The second evaluation shall not be performed until at least 20 working days following the written notification required by Subsection 7.9.2. The part-time employee will be given an opportunity to meet with the appropriate dean to discuss whether or not the necessary improvements have been made. Before this meeting, the employee shall be informed of his or her right to have an FA conciliator present at this meeting.

The conclusion of the President shall not be subject to review pursuant to the grievance procedures established by Article 5 of this Agreement unless the evaluation is arbitrary or capricious.

7.10 The reemployment preference or service credit of a part-time faculty member shall be terminated if the part-time faculty member fails to perform the normal and reasonable duties of his or her assignment or is otherwise

guilty of misconduct as defined by Education Code Section 87732. Before the termination of reemployment preference or service credit pursuant to this provision, the part-time faculty member involved shall be given written notice of the cause for termination signed by the President, including a statement of the events upon which the cause is based, an opportunity to inspect the materials that are relevant to the matter, if any, and an opportunity to meet with the President or his or her designee to discuss the matter and present any reasons why the termination should not occur. If the reemployment preference or service credit of a part-time faculty member is terminated pursuant to this section, any current assignments of the faculty member may be terminated by the Board as prescribed in Education Code Sections 87484, 87665 and 87742.

7.11 No part-time faculty member who is a part-time temporary certificated employee shall be employed to teach more than 60 percent of the annual load of scheduled duties for a full-time regular employee having comparable scheduled duties. No part-time faculty member who is a contract or regular certificated employee shall be employed for more than one assignment per quarter pursuant to this article unless no other part-time faculty member with reemployment preference who is qualified for the assignment is able to accept the assignment.

7.12 A part-time faculty member may serve at any District location and may accumulate service credit in more than one division.

7.13 Any part-time temporary certificated employee who is relieved of an assignment during the quarter because of the load restrictions contained in Section 7.11 shall be compensated as follows:

7.13.1 If the employee is relieved during the first week of the assignment, service credit and 50 percent of the salary he or she would have received for the assignment if it had been completed.

7.13.2 If the employee is relieved after the first week of the assignment, service credit and 75 percent of the salary he or she would have received for the assignment if it had been completed.

7.14 If a part-time temporary certificated employee at the request of the Board agrees to attend staff meetings, serve on professional committees, participate in co-curricular or extra-curricular activities of the college or in any other way serve beyond his or her part-time assignment, he or she shall receive additional compensation at the hourly rate paid to part-time counselors. (This section may be reopened by either party at any time).

7.15 This article shall not apply to any summer session or intersession.

7.16 Whenever the Board recruits to fill a new or vacant contract, regular or full-time temporary certificated position, each part-time temporary certificated employee who has, within the previous twelve months, submitted a computerized resource file application form requesting notice of such openings, shall at least 30 days before the closing date for the acceptance of application be mailed a notification of the opening and given an opportunity to apply for the position.

7.17 The Board shall post a copy of every "Announcement of Employment Opportunity" that pertains to a contract, regular or full-time temporary position in the bargaining unit, in appropriate places within the District, including but not limited to faculty bulletin boards and division offices. The Board shall also send a copy of each announcement to FA for posting on FA bulletin boards.

Article 8
PERSONNEL FILES

8.1 Every certificated employee shall have the right, at reasonable times, to inspect any employment record retained in the personnel files of the District that may serve as a basis for affecting the status of the employee's certificated employment. For the purposes of this article, an "employment record" is any record that:

8.1.1 Pertains directly to the employment relationship between the certificated employee and the Board;

8.1.2 Is retained in the personnel files of the District; and

8.1.3 Is accessible by the employee's name or other means of individual identification such as social security number. Information from the employment records of a certificated employee shall not be released without the consent of the certificated employee unless the release is compelled by law or by a judicial order or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection. All written material that may serve as a basis for a certificated employee's suspension, dismissal or reprimand shall be kept in the employee's on-campus personnel file.

8.2 Notwithstanding anything in Section 8.1 to the contrary, the Board may retain as confidential all pre-employment material. For the purposes of this section, pre-employment material means all material obtained or prepared before the employment of the person involved, or while the employee was an applicant or candidate for another position. Such material includes, but is not limited to, confidential letters of recommendation, notes of pre-employment interviews, and the like.

8.3 No anonymous material shall become a part of a certificated employee's employment records without the consent of the certificated employee. Material is anonymous if the name of the source of the material is not disclosed to the certificated employee.

8.4 Before new material is added to a certificated employee's on-campus personnel file, the employee shall be informed of the proposed addition and shall have the option of consulting with an FA conciliator. Furthermore, the official approving any addition shall sign it. For the purposes of this Agreement, "on-campus personnel file" means the personnel file located on the certificated employee's assigned campus in which the employee's official evaluations are kept. If a certificated employee is assigned to both campuses, he or she may have one on-campus personnel file on each campus. Information and statements not related to a certificated employee's assigned duties or professional responsibilities shall not be placed in the employee's on-campus personnel file.

8.5 If a certificated employee believes that any employment record or any portion thereof is not accurate, relevant, timely, or complete, the certificated employee may request correction of the record or deletion of the offending portion, or both. Such a request shall be in writing and shall include a statement of the corrections and deletions that the certificated employee believes are necessary and the reasons therefore. The request shall be addressed to the president and shall become part of the certificated employee's employment record unless the request is granted, in which case it shall become a part of the employee's record at the employee's option.

8.6 Within 10 working days of the receipt of a request under Section 8.5, unless mutually agreed otherwise, the President of the college shall either accede to or deny the certificated employee's request. If the request is denied, the President shall state the reasons for the denial in a writing that shall become part of the certificated employee's employment record.

8.7 In addition to the right to request correction or deletion of a record as provided in Section 8.5, each certificated employee shall have the right to include a relevant response to any negative material in his or her on-campus personnel file.

8.8 The Board shall not dismiss, suspend, or reprimand a certificated employee on the basis of written material not contained in the employee's on-campus personnel file.

Article 9
LOAD AND CLASS SIZE

9.1 Current administrative policies, written procedures, and practices pertaining to load, to the extent they fall within the scope of representation defined by Government Code Section 3543.2, shall be maintained during the length of this Agreement.

9.2 For the purposes of this Agreement, load means class size, load factor, number of preparations per quarter, number of classes per year, and other such assignments as they pertain to hours of employment.

9.3 Unless amended by this Agreement or a previous Agreement between the Board and FA, current administrative policies, written procedures, and practices pertaining to load shall be those in effect on November 23, 1977;

9.4 Notwithstanding any other provision of this Article, no policy, procedure, or practice pertaining to class size shall require an instructor to increase the number of students enrolled in his or her class beyond the maximum class size for the class, nor prohibit the Board from continuing to enroll additional students in a class up to the officially published deadline for adding until the maximum class size is reached.

9.4.1 "Class size" means the number of students actually attending and, during the initial meeting of the class only, any other student who has requested in writing that he or she begin attendance at the second meeting of the class if the instructor believes that the request is justified. "Minimum class size" means the smallest number of students actually attending that will, under provisions of Sections 9.1 and 9.3, allow a class to continue for the length of the term. "Maximum class size" means the largest number of students the Board may enroll in a class under provisions of Section 9.1 and 9.3.

9.4.2 In order that class size may be accurately determined, each certificated employee shall immediately drop from his or her class any student who does not attend the first meeting of the class unless that student has requested in writing that his or her attendance begin with the second meeting of the class and the instructor believes that the request is justified. If such a student does not attend the second meeting, he or she shall immediately be dropped from the class. The instructor shall submit to the Registrar within 24 hours the names of all students dropped for failure to attend the first or second meetings of the class.

9.4.3 Class size shall be limited so as to confirm to applicable fire and safety standards and shall not exceed the maximum number of work stations in the classroom.

9.5 Past practice in assigning the number of preparations to certificated employees shall be maintained, except that a contract or regular certificated employee shall be assigned no more than three preparations of classes of three or more units in any quarter unless the employee agrees to accept additional preparations. However, one additional preparation may be assigned if the total of four such assignments is needed to complete the employee's full annual load. (This section may be reopened by either party at any time.)

9.6 Notwithstanding any other provision of this article, no policy, procedure or practice pertaining to load shall prohibit changes in load within a division as long as the changes are required by curriculum adjustments that have been approved by the faculty of the division and the appropriate college curriculum committee.

9.7 No certificated employee shall be required to accept students in special project classes or individual study classes beyond that employee's normal load.

Article 10
HOURS AND SCHEDULING

10.1 The normal academic work day means the period of time between 7:30 a.m. and 5:30 p.m.

10.2 The normal academic work week begins at 7:30 a.m. on Monday and ends at 5:30 p.m. on Friday of any week of instruction in the regular academic year.

10.3 The regular academic year means the period of time from the beginning of the Fall quarter to the end of the Spring quarter, excluding intersessions, as specified in the academic calendar incorporated in Article 27 (Calendar).

10.4 Past practice of the District with regard to hours and scheduling shall be maintained. Contract and regular certificated employees shall be given preference in the assignment of day classes. Each certificated employee shall be assigned a schedule of duties in a reasonable manner that provides for the efficient operation of the District's educational program, with due attention to the convenience and welfare of faculty. A certificated contract or regular employee's schedule shall usually be established by mutual consent between the employee and his or her division chair or supervisor.

10.5 Notwithstanding Section 10.4 the Board retains the discretion to assign certificated employees to a schedule of duties necessary to meet the needs of the District. Such assignments shall not be made in an arbitrary, capricious or discriminatory manner and shall, to the extent practical, be rotated among certificated employee's on a quarterly basis if the assignment must continue in subsequent quarters.

10.6 If the assignments that make up a certificated employee's full-time load include an assignment that is outside of the normal academic work day, the employee shall not for that reason be denied a part-time assignment if he or she is entitled to such an assignment in accordance with Article VII and is able to accept the assignment.

10.7 Each contract or regular certificated employee shall establish and maintain a regular schedule of office hours. Office hours shall be scheduled by the mutual agreement of the certificated employee and his or her division chair or supervisor, except that for teaching faculty, at least one office hour shall be scheduled on each day during which a teaching assignment is scheduled for that employee unless the certificated employee and his or her division chair or supervisor mutually agree on another schedule.

10.8 Each certificated employee shall meet, on time and regularly, all of his or her assigned duties.

10.9 No contract or regular certificated employee, excluding councelors, librarians and other certificated employees with similar schedules, shall be required by the Baord to attend more than ten deparment, division or college committee meetings (not counting opening day activities) during an academic year. To the extent practical, a standard day of the week and time of day for required department and division meetings shall be established at the begininning of each quarter. Furthermore, unless unusual circumstances dictate otherwise, no fewer than ten days notice shall be given of required meetings.

10.10 All contract and regular certificated employees shall be employed as ten-month employees, eleven-month employees, or twelve-month employees. All ten-month contract and regular certificated employees shall be available to perform service for the 176 days of the regular academic year and not otherwise. All eleven-month contract and regular certificated employees shall be available to perform service for the 176 days of the regular academic year and 20 additional days. All twelve-month contract and regular certificated employees shall be available to perform service for the 176 days of the regular academic year and 40 additional days.

10.11 Any contract or regular certificated employee who, either by mutual agreement of the employee and the Board or by the terms of his or her annual contract, is required to perform services beyond the regular academic year or during an academic recess as a part of his or her annual contract shall receive either additional salary at the rate of 2.5 percent of annual pay for each week of additional service required or one day of compensatory time off for each day of such service.

10.12 Any contract or regular certificated employee who is not in paid status for the full term of his or her annual contract shall have his or her full annual pay adjusted as follows:

10.12.1 For ten-month (176 day) certificated employees, the full annual salary shall be reduced by 176th for each day not in paid status.

10.12.2 For eleven-month (196 day) certificated employees, the full annual salary shall be reduced by 196th for each day not in paid status.

10.12.3 For twelve-month (216 day) certificated employees, the full annual salary shall be reduced by 216th for each day not in paid status.

Article 11
CLASS CANCELLATION

11.1 Notwithstanding Article 10 (Hours and Scheduling), if during any particular quarter a full-time contract or regular certificated teaching faculty member's assignment is less than a full load because of a class cancellation due to low enrollment or attendance, the employee shall assume an additional assignment during the year to complete his or her load. Alternatively, if the certificated employee has a part-time, extra-duty assignment, the employee may, at his or her option, agree to include the extra-duty assignment as part of his or her normal load.

11.2 Any contract or regular certificated employee whose assignment is less than a full load because of a class cancellation due to low enrollment shall not be required to make up the canceled assignment later than the end of the regular academic year as defined in Section 10.3. In no event shall an employee whose assignment is less than a full load be required to take an assignment during summer session or any other intersession to complete a full load. Furthermore, no certificated employee shall be required to perform services on more than five days during any calendar week.

11.3 Before canceling any assignment, the Board shall seriously consider the possibility of allowing the assignment to continue and shall instruct its agents to refrain from canceling assignments prematurely. The Board shall not cancel a class for low enrollment unless the number of students enrolled before the beginning of a quarter is less than the minimum class size established for that class on November 23, 1977. If a class is not canceled for low enrollment before the begining of a quarter, the Board shall not cancel the class for low attendance unless the number of students actually attending at any time either during the first two weeks of the class or during the first five meetings, whichever is earlier, is less than the minimum class size established for the class on November 23, 1977.

Article 12
REASSIGNMENT

12.1 The Board may reassign a certificated employee to perform duties in any subject matter area in which the employee:

12.1.1 Holds a valid California credential specifying that subject matter area;

12.1.2 Holds a graduate degree in that subject matter area;

12.1.3 Holds an undergraduate degree in that subject matter area;

12.1.4 Has a major in that subject matter area;

12.1.5 Has a minor in that subject matter area; or

12.1.6 Possesses specialized skills, professional experience, or training enabling him or her to perform required duties in that subject matter area.

12.2 The Board shall assign a certificated employee to a subject matter area other than the employee's current subject matter area or areas only with his or her consent and the concurrence of a representative of FA, a representative of the division or program to which he or she may be assigned, and a representative of the Board.

12.3 Notwithstanding Section 12.2, the Board may, after consulting with FA, reassign a certificated employee if such a reassignment is necessary to complete an employee's full, annual load or to meet the program or staffing needs of the District.

Article 13
TRANSFER

13.1 For the purposes of this Agreement a "transfer" is any relocation of a contract or regular certificated employee from the administrative jurisdiction of one campus to the administrative jurisdiction of another campus. "Campus" means a college or the District Office.

13.2 A contract or regular certificated employee may request a transfer by filing an appropriate written request with the chief administrator of the campus to which the certificated employee wishes to be transferred and with the Director of Personnel Services. If, during the college year in which the request was submitted, a vacancy occurs on the campus to which transfer is requested, an appropriate designee of the President shall discuss the transfer with the contract or regular certificated employee before any new employee is recruited or a job opening is posted. If the certificated employee is accepted by the campus to which transfer is requested, he or she shall be transferred to that campus.

13.3 The Board may, after consulting with FA, transfer a contract or regular certificated employee if such a transfer is necessary to complete an employee's full, annual load or to avoid layoffs under reduction in force conditions or to meet the program or staffing needs of the District. Adequate notice of the transfer shall be given to the certificated employee involved and, if the certificated employee requests an explanation of the reasons for the transfer, he or she shall be given an explanation in writing. No such transfer shall be effected for punitive reasons, and no such transfer shall be effected arbitrarily or capriciously.

13.4 If a contract or regular certificated employee is required to provide services at both campuses during any day in order to complete an annual load or to avoid layoffs under reduction in force conditions, the Board shall reimburse the employee for mileage according to the provisions of Article 16 (Travel Expenses). As specified in Article 10, Section 10.9, no certificated employee shall be required to attend more than ten faculty or committee meetings during an academic year.

Article 14
TRAVEL EXPENSES

14.1 If a certificated employee is required to provide services at both campuses or at more than one site during the day, the Board shall reimburse the employee for mileage from one campus or site to another incurred as a result of the requirement but will not reimburse the employee from home to the first assignment of the day, nor for any mileage after the last assignment of the day unless the mileage from the last assignment to the employee's home is greater than the mileage from employee's principal work site to his or her home, in which case the employee shall receive reimbursement for the difference. If a certificated employee is assigned a schedule of classes (other than overload classes) in which the beginning time of one class is five and a half or more hours later than the ending time of the preceding class scheduled for the same day, the Board shall reimburse the employee for mileage for travel to and from the employee's residence during the period between these classes, providing the employee has not requested this scheduling of his or her classes. In order to receive reimbursement for such mileage, the employee shall file a local mileage voucher showing each trip actually made between the sites of these classes and his or her residence during the time between classes, listing either the actual number of miles or 25 miles, whichever is less. Mileage reimbursement under this Section shall be at a rate set each July 1 during the life of the contract to equal the current rate allowed by IRS.

14.2 The Board shall reimburse every certificated employee for his or her authorized personal expenses, including food, lodging, and transportation expenses, incurred in the course of performing services for the District on official trips. Official trips shall be those approved within the provisions of the policies established by the Board.

14.3 Certificated employee travel expense reimbursement claims shall be processed as expeditiously as possible.

Article 15
REDUCTION IN FORCE

15.1 The Board shall notify the Association before implementing any reduction in force. "Reduction in force" means termination or reduction of the employment of any contract or regular certificated employee because of a reduction or discontinuation of a particular kind of service or a decline in average daily attendance pursuant to Education Code Sections 87743, 87744, 87745, and 87746.

15.2 At least 30 days before reduction in force proceedings are initiated, the Board shall provide the Association with the reasons the Board believes a reduction in force is necessary. If the Board fails to provide those reasons, the Association itself may initiate a grievance under Article 5 seeking compensation for any extra expenses it reasonably incurred because of the Board's failure to adhere to this section, but the failure shall not be grievable by any individual certificated employee nor shall it invalidate the reduction in force.

15.3 Before the initiation of any reduction in force proceedings, the Board shall assign certificated employees who would otherwise be subject to layoff to any of the following if, in the judgment of the Board, any of them are available:

15.3.1 Reassignment under provisions of Article 12;

15.3.2 Transfer under provisions of Article 13;

15.3.3 Multi-campus assignments;

15.3.4 Saturday assignments as part of the five-day work week;

15.3.5 Day/evening assignments;

15.3.6 Evening assignments; or

15.3.7 Other duties beneficial to the District as determined by the Board.

In addition, to avoid layoffs the Board may offer reductions in contracts to any certificated employees who are willing to agree to such reductions.

15.4 Certificated employees subject to layoff in the event of a reduction in force shall be terminated in the inverse of the order in which they were employed as determined by the Board according to law.

15.5 In the event of reduction in force proceedings, the Board shall reassign regular certificated employees in such a manner that they shall be retained to render any service that their seniority and qualifications entitle them to render and that they are competent to render. Furthermore,

no regular employee shall be terminated while any contract employee or any other employee with less seniority is retained to render a service which that regular employee is certificated and competent to render.

15.6 For the purposes of this article only, a certificated employee shall be considered to be competent to render a service if he or she:

15.6.1 Holds a valid California credential specifying qualifications to render such service; and

15.6.2 Fulfills at least one of the following:

15.6.2.1 Holds a graduate degree in a subject that encompasses the service and has had previous full-time satisfactory experience in the service for at least one academic year in an accredited post-secondary institution;

15.6.2.2 Has had previous satisfactory District employment in the service for at least three quarters;

15.6.2.3 Has been employed full-time in the service for at least one academic year during the previous five years in an accredited post-secondary institution;

15.6.2.4 Has been employed full-time for at least one full year during the previous five years in business or industry in a position which qualifies for experience toward the granting of a vocational credential.

15.6.2.5 Has skills and abilities that the Board and the Association agree make the certificated employee competent to render the service.

15.7 It shall be the responsibility of the individual certificated employee to provide any information that establishes the employee's fulfillment of the terms of subsections 15.6.2.1 through 15.6.2.5. To be considered in making reassignments, such information shall be provided to the Director of Personnel Services before February 15 of the year during which reduction in force proceedings are commenced.

15.8 It shall be the responsibility of the individual certificated employee to apply for and obtain any credential or credentials required to establish qualifications to render a service or services. To be considered in making reassignments, such credentials shall be registered with the County of Santa Clara and the Director of Personnel Services before February 15 of the year during which reduction in force proceedings are commenced.

15.9 The Board shall furnish to FA copies of all notifications of termination because of a reduction in force.

15.10 Any certificated employee who has been terminated because of a reduction in force as defined in section 15.1 may continue to receive medical, dental, and vision care benefits through December 31 of the calendar year during which the employee was terminated by reimbursing the District in advance for the full premium or its equivalent for these benefits. Any certificated employee who wishes to receive benefits under this section must file his or her request for benefits on or before July 1.

15.11 A certificated employee who has been notified that his or her employment may be reduced or terminated because of a reduction in force may either:

15.11.1 Initiate the grievance procedure under provisions of Article 5 if the employee believes that the Board has violated, misapplied, or misinterpreted the specific provisions of this article (in which case the grievance shall be the exclusive means of reviewing the reduction or termination of employment); or

15.11.2 Request a hearing under Education Code Section 87740 (in which case the hearing shall be the exclusive means of reviewing the reduction or termination of employment).

If the certificated employee elects to file a grievance, the decision that results from that grievance shall be final and the employee may not request a hearing under Education Code Section 87740. If the certificated employee elects instead to request a hearing under Education Code Section 87740, the decision that results from that hearing shall be final (unless appealed to the Superior Court), and the employee may not allege a violation, misapplication, or misinterpretation of this article by filing a grievance under Article 5.

A93

Article 16
LEAVES

Personal Necessity Leave

16.1 Under the circumstances specified herein, the President or his or her designee may grant a full-time contract or regular certificated employee who has been employed by the District for at least six months, up to five days of paid personal necessity leave per academic year. For the purposes of this section, "personal necessity" means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:

16.1.1 Emergencies related to the certificated employee's home or to his or her immediate family matters;

16.1.2 Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;

16.1.3 Receipt of a summons, subpoena or other judicial order requiring absence from work;

16.1.4 Observance of a major religious holiday of the employee's faith; and

16.1.5 Attendance at professional conferences.

The Board may grant additional days of personal necessity leave for these purposes in appropriate circumstances. If personal necessity leave is granted for more than two working days, a substitute shall ordinarily be provided unless the Board and the employee mutually agree otherwise.

16.2 The President or his or her designee may grant part-time temporary certificated employees who have been employed by the District for at least six quarters one day of paid personal necessity leave per quarter under the circumstances specified in Subsections 16.1.1, 16.1.3, and 16.1.4.

16.3 Eight hours of leave shall be deducted for a day's absence on personal necessity leave. If a contract or regular certificated employee requests and is granted personal necessity leave for less than a full day, he or she shall be charged personal necessity leave as specified in Appendix F, but personal necessity leave shall not be granted in increments of less than one hour.

16.4 Personal necessity leave shall not accumulate from year to year.

16.5 Whenever possible, personal necessity leave shall be approved and scheduled in advance in writing. When advance scheduling is impossible because the leave is required to meet an emergency, the certificated

employee who is requesting personal necessity leave shall promptly notify his or her division chair or supervisor of the request in person or by telephone. All personal necessity leave shall be reported on the leave report forms required by Section 16.33.

16.6 Personal necessity leave may not be used for recreation, social events, or in lieu of sick leave. Unless there are unavoidable and compelling reasons, personal necessity leave may not be taken in conjunction with any holiday, sick leave, or other leave of absence.

16.7 "Immediate family member," for the purposes of Section 16.1.1, means the husband, wife, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the employee.

Bereavement Leave

16.8 Each certificated employee shall be entitled to paid bereavement leave of absence on account of the death of any member of his or her immediate family. Bereavement leave shall be for a period of up to three days, except that it may be for up to five days if out-of-state travel is required or if the death is of a spouse or child.

16.9 Bereavement leave shall not be granted in any increment of less than one half day.

16.10 "Immediate family member," for purposes of Section 16.8, has the meaning prescribed by Section 16.7.

16.11 The Board may grant additional days of bereavement leave with full compensation in case of demonstrated need.

Sick Leave

16.12 Sick leave is a benefit to which an employee is entitled if he or she:

16.12.1 Is incapacitated by illness or injury or is required to keep a medical appointment that could not reasonably be set outside of scheduled working hours.

16.12.2 Provides an appropriate official of the Board with notice of the need to use sick leave either sufficiently in advance of the start of any scheduled duties to permit a substitute to be assigned (if the Board determines one is required) or, if advance notice is impossible because of the suddenness or severity of the incapacity, as soon as reasonably possible.

16.13 Each full-time contract or regular certificated employee shall be entitled to paid sick leave as follows:

16.13.1 Ten-month employees shall be entitled to ten days per college year

16.13.2 Eleven-month employees shall be entitled to eleven days per college year

16.13.3 Twelve-month employees shall be entitled to twelve days per college year

16.13.4 A contract or regular certificated employee employed less than full-time shall be entitled to that proportion of the number of days granted a full-time employee that is most nearly equal to the percent of a full-time assignment for which he or she is employed. Sick leave shall be cumulative from year to year. A "day" of leave is recorded as eight hours.

16.14 Notwithstanding Section 16.13, a certificated employee on unpaid leave of absence shall have his or her entitlement to sick leave reduced by one day for each month the employee is on the leave of absence without pay. A part-time contract or regular certificated employee on unpaid leave of absence shall have his or her entitlement to sick leave reduced on a pro rata basis.

16.15 Each part-time temporary certificated employee who is not also a probationary or permanent classified employee of the District shall be entitled to one day of paid sick leave per quarter. This section does not apply to contract or regular certificated employees.

16.16 Eight hours of leave shall be deducted for a day's absence because of illness or injury. If a certificated employee is absent because of illness or injury for less than a full day, sick leave shall be deducted as specified in Appendix F. Sick leave shall be recorded on the leave report forms required by Section 16.33.

16.17 Each certificated employee who has been absent because of illness or injury for five consecutive work days or more, shall, at the request of the Board, submit a statement from his or her physician or other qualified practitioner stating the reason for the absence and certifying the employee's ability to return to work.

16.18 Pregnancy, miscarriage, childbirth, or recovery therefrom shall be treated as a temporary disability for which sick leave may be utilized. The length of the leave of absence, including its beginning and ending dates, shall be determined by the certificated employee and her physician. Such determination shall be based upon the employee's ability to perform her assigned duties.

16.19 Notwithstanding any other provision of this article, the Board itself may grant additional days of sick leave with full pay beyond that to which an employee is otherwise entitled under this article.

16.20 Sick leave accumulated in other California school districts shall be credited to an employee of the District upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within one year after the employee is employed by the District.

Extended Sick Leave

16.21 Each contract or regular certificated employee shall be entitled to extended sick leave for illness or injury at the end of all accumulated sick leave or at the end of 10 consecutive school days, whichever is later, and continuing for up to 180 calendar days from the first day of absence because of illness or injury. Extended sick leave shall be granted in increments of not less than one full day for each working day of absence due to illness or injury.

16.22 A certificated employee on extended sick leave shall be entitled to extended sick leave pay as follows:

16.21.1 For a full month's absence, an amount that equals 66 2/3 percent of the employee's "basic monthly earnings" on the date he or she was actually last at work, to a maximum payment of $2,500 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.

16.22.2 For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under 16.23.1. The fraction shall be determined by dividing the number of days of absence during the partial month by the number of school days in the month.

16.23 After the exhaustion of all accumulated and extended sick leave a certificated employee may resign, retire or apply for an unpaid leave of absence under Section 16.27. If the employee applies for an unpaid leave of absence, a leave of up to three academic quarters shall be granted. If the employee fails to resign, retire, or to apply for such a leave or if an extension of a leave is denied, the employee shall be placed on a 39-month reemployment list. In any event, if the employee remains disabled beyond the period of accumulated and extended sick leave, he or she shall receive long-term disability insurance benefits under Section 22.6 in the manner prescribed in the District's long-term disability insurance policy.

Exchange Leave

16.24 A contract or regular certificated employee who meets the requirements prescribed by law may request an exchange leave pursuant to Education Code Section 87422.

Military Leave, Legislative Leave, Industrial Accident Leave

16.25 A contract or regular certificated employee who meets the requirements prescribed by law may request and shall be granted:

16.25.1 An unpaid military leave under Education Code Section 87700;

16.25.2 An unpaid legislative leave under Education Code Section 87701; or

16.25.3 An industrial accident leave of up to 60 days under Education Code Section 87787 and the rules described in that section.

Leave for Jury Duty

16.26 A certificated employee called for jury duty in the manner provided for by law may request and shall be granted a jury duty leave of absence. Such a leave shall be with pay, provided the amount the certificated employee receives for jury fees, excluding mileage allowance, shall be deducted from his or her regular earnings.

Unpaid Leaves of Absence

16.27 Each contract or regular certificated employee may request a full-time or partial leave of absence without pay for any period not exceeding two years. A certificated employee on a partial unpaid leave of absence shall continue to fulfill the appropriate pro rata share of the certificated duties that would have been required had that employee continue to serve as a full-time employee. An employee who wishes to apply for a leave shall submit a written request for a leave of absence without pay to the President or his or her designee at least three months before the desired commencement of the leave unless he or she cannot file a timely request because the leave is needed to meet an unforeseen emergency. By mutual agreement of the Board and the employee, a leave of absence without pay or any extension of a leave without pay may be extended for an additional period that does not exceed one year.

16.28 If a requested leave of absence is for a period of one month or more, the request shall be forwarded to the Board itself for review and approval.

16.29 If during an unpaid leave a certificated employee continues to meet the definition of a "qualified certificated employee" under Article 22, Section 22.1, he or she shall continue to receive paid benefits. If the

certificated employee on unpaid leave does not meet this definition, he or she may continue to receive paid benefits by reimbursing the District in advance for the full premium or its equivalent.

16.30 During a partial unpaid leave, the certificated employee shall receive the appropriate pro rata share of the salary he or she would have received had he or she continue to serve as a full-time employee and shall earn credit for sick leave and personal necessity leave on a pro rata basis. During a full-time leave of absence without pay, a certificated employee's salary shall be adjusted as follows:

16.30.1 For ten-month (176 day) certificated employees, the employee's full annual salary shall be reduced by 1/176th for each day of unpaid leave;

16.30.2 For eleven-month (196 day) certificated employees, the employee's full annual salary shall be reduced by 1/196th for each day of unpaid leave;

16.30.3 For twelve-month (216 day) certificated employees, the employee's full annual salary shall be reduced by 1/216th for each day of unpaid leave.

16.31 An unpaid leave of absence shall not constitute a break in continuity of service, nor shall an unpaid leave of absence of one quarter or more count as part of the time required for eligibility for a professional development leave, pre-retirement reduction in contract, the early retirement incentive program, or eligibility for advancement on the salary schedule, except as specified in Section 16.32.

16.32 A regular certificated employee may apply for an unpaid educational leave for professional development purposes. If such leave is full-time, the period of the leave shall nevertheless be included in determining eligibility for advancement on the salary schedule. In all other respects the leave shall be identical to any other full-time unpaid leave.

Leave Report

16.33 It shall be the responsibility of each contract and regular certificated employee to notify his or her division chairperson or supervisor when a leave is needed. Each certificated employee shall sign and file a monthly leave report with his or her division chair or supervisor for each pay period.

16.34 The monthly leave report shall be on forms provided by the Board and shall reflect all hours of absence and the dates on which they occurred.

16.35 Time during which a certificated employee is requested by the Board to attend conferences or otherwise to be absent from the District is not leave time and shall not be included in the leave report.

Article 17
PROFESSIONAL DEVELOPMENT LEAVES

17.1 A certificated employee shall be eligible to apply for a professional development leave under this article if he or she:

17.1.1 Is employed as a regular certificated employee in a non-management position;

17.1.2 Has rendered service to the District as a contract or regular certificated employee who is employed at least half time for at least eighteen consecutive quarters preceding the granting of the leave;

17.1.3 Has not taken any other paid professional development leave during the eighteen quarters preceding the granting of the leave;

Except as provided in Subsection 17.1.3, no absence from the service of the District under a leave of absence shall be deemed a break in the continuity of service required by this section. However, time spent on an unpaid leave of one quarter or more shall not count toward a period of service.

17.2 No professional development leave granted under this article shall exceed one year. However, by mutual agreement of the Board and the certificated employee, a professional development leave may be taken in separate quarters, provided the leave of absence is commenced and completed within a three-year period.

17.3 Professional development leaves shall be granted by the Board during the academic year preceding the year during which the leave is to be taken. The Board shall appropriate sufficient funds to permit the granting of a sufficient number of leaves to enable the equivalent of six percent of contract and regular certificated employees to be on leave during an academic year provided, however, that for 1987-88, the Board shall appropriate sufficient funds to permit the granting of 97 quarters of leave. The Board may grant additional quarters of leave at its discretion.

17.4 Within the limits established by Section 17.3, all of the quarters of leave available for an academic year shall be granted provided a sufficient number of eligible certificated employees have applied for such leaves and have received the approvals required by this article. If all of the quarters of leave available are not granted during a year, the number of quarters not granted shall be carried over to the next academic year.

17.5 A regular certificated employee who wishes to apply for a professional development leave shall file a written application with the District Professional Development Committee with a copy to the President or his or her designee by October 15 of the school year preceding the year during

which the leave is to be taken. The application shall include or be accompanied by the details of the certificated employee's plan to study, research or travel, together with a statement of the benefits that would accrue to the District and its students if the plan were approved. Before filing an application with the District Professional Development Committee, each certificated employee shall review his or her application with the appropriate division dean or supervisor, who shall append a comment to the application, advising the committee as to how the proposed leave will or will not benefit the District and its students.

17.6 The District Professional Development Committee shall consist of:

17.6.1 The Chancellor, or his or her designee, who shall serve as chairperson;

17.6.2 The Dean of Instruction, De Anza College, or his or her designee;

17.6.3 The Dean of Instruction, Foothill College, or his or her designee;

17.6.4 Two full-time regular certificated employees from each campus selected by the respective academic senates;

17.6.5 Two full-time regular certificated employees from each campus selected by FA. Members of the Committee shall not themselves be applicants.

17.7 The District Professional Development Committee shall review all timely applications and college recommendations submitted to it.

17.7.1 The Committee shall approve an application only if it is satisfied that the certificated employee is eligible for the leave and that he or she will, during the leave of absence, engage in study, research or travel that will substantially benefit the District and its students. Such a determination shall be based on the quality and degree of job-relatedness of the study, research or travel and on the amount of the study, research, or travel proposed.

17.7.2 The Professional Development Committee, or a duly authorized sub-committee, shall conduct its work only at regularly called meetings which all members have the opportunity to attend.

17.7.3 The Professional Development Committee is responsible for collecting, reviewing and approving the leave reports required by Section 17.13 and should meet early in the Fall Quarter to decide exactly how it will carry out its responsibilities under that section.

17.7.4 The FA and the Academic Senates, when selecting representatives to the Professional Development Committee, shall designate representatives who will not be applicants for a professional

development leave during their term as a committee member. A committee member who does become an applicant for a leave shall step down from his or her committee assignment.

17.8 After reviewing all timely applications and campus recommendations submitted to it, the District Professional Development Committee shall forward the names and descriptions of proposals of the approved applicants for whom leaves are available, and the names of all approved alternates, if any, to the Board itself with a request that the leave be granted. The Committee shall list the names of the approved applicants and all approved alternates, if any, in the order of their quarters of service since last having taken a professional development leave. The Board itself shall grant the leave as required by Section 17.4, and in the order listed by the Professional Development Committee, except that the Board itself may defer an individual recommendation for a period of time not exceeding one year for an employee who has been subject to disciplinary action pursuant to Education Code Section 87660 and following during the preceding year or against whom disciplinary action is pending or will be pending within 30 days, allowing time for the cause of the disciplinary action to be corrected before the recommendation is reconsidered.

17.9 Each certificated employee granted a professional development leave under this article shall receive compensation during his or her leave as follows:

17.9.1 If the leave is for three quarters, the certificated employee shall receive 75 percent of full salary;

17.9.2 If the leave is for two quarters, the certificated employee shall receive 80 percent of full salary;

17.9.3 If the leave is for one quarter, the certificated employee shall receive 85 percent of full salary.

"Full salary" is the salary a certificated employee would have received if he or she had not taken a professional development leave.

17.10 Every certificated employee on professional development leave shall receive paid benefits in the same manner as all other full-time contract and regular certificated employees.

17.11 Every certificated employee, as a condition to being granted a professional development leave, shall agree in writing to adhere to the plan of study, research or travel described in the leave application, to submit a timely report about the leave as required by section 17.14 and to render a period of service in the employ of the District following his or her return from the leave which is equal to twice the period of the leave.

17.12 If an employee on a professional development leave materially changes his/her plan of study, research, or travel described in the leave application, he or she must inform the professional development leave

committee. The committee will review the proposed changes in consultation with the employee's supervisor. The committee shall either approve or disapprove the amended application.

17.13 The period of any professional development leave granted under this article shall be included in determining eligibility for professional growth and advancement on the salary schedule.

17.14 Within three months following his or her return from a leave, each certificated employee shall submit a report to the District Professional Development Committee that identifies the manner in which the employee accomplished the objectives of the leave as described in the application. After reviewing the report, the District Professional Development Committee shall either approve the report and file it with the Board itself or request further information or refinement of the report from the certificated employee. If the Committee is unable to establish that the conditions under which the leave was granted have been satisfied, the report shall be referred to the President who may, if he or she determines it is appropriate, after considering possible mitigating circumstances, recommend that the certificated employee be required to compensate the District for the expense of the leave. If the Board itself accepts the President's recommendation, the matter shall be referred to an arbitrator as specified in Article 5 (Grievance Procedures). The arbitrator shall determine if the certificated employee failed to adhere to the plan of study, research or travel described in his or her application or otherwise breached the conditions under which the leave was granted. If the arbitrator finds that the employee breached the conditions under which the leave was granted, the arbitrator shall order the employee to refund the value of all salary and benefits paid to the employee by the District during his or her leave. The decision of the arbitrator shall be final.

17.15 Either the Board or FA may reopen negotiations on this Article at any time by delivering a written agreement to reopen to the other party.

Article 18
PRE-RETIREMENT REDUCTION IN CONTRACT

18.1 Each full-time certificated employee who meets the requirements of this article may reduce his or her contract from full-time to part-time while maintaining his or her retirement benefits pursuant to Education Code Section 22724 or Government Code Section 20815.

18.2 To be eligible for a pre-retirement reduction in contract under this article the employee must have:

18.2.1 Reached the age of 55 prior to the reduction in contract; and

18.2.2 Been employed full-time in a certificated position requiring membership in an appropriate California state retirement system for at least ten years, of which the immediately preceding five years were full-time employment without a break in service. A leave of absence shall not constitute a break in service for the purpose of this article but neither shall time spent on any leave of absence count towards the five years of full-time service required by this section.

18.3 This article shall be applicable only to certificated employees who request reduction in contract, who meet the criteria established by Section 18.2, and who are not older than 69 years.

18.4 The maximum period during which a certificated employee's contract may be reduced under this article shall be five years or until he or she reaches age 70, whichever is first. At the conclusion of the period during which a certificated employee's contract is reduced under this article, the certificated employee shall retire unless, during the first or second year of the reduction in contract under this article, the certificated employee submits a written request to return to full-time employment at the beginning of the next academic year. Notwithstanding Section 18.8, such a request shall be granted if it is received by the Board on or before May 1 of the first college year or January 1 of the second college year.

18.5 A certificated employee whose contract has been reduced under this article shall retain all paid benefits as if he or she were a full-time certificated employee and shall receive the pro rata share of the salary he or she would have earned had he or she continue full-time. In addition, the employee shall retain, on a pro rata basis, all other rights and benefits of regular certificated employees, except the right to receive a professional development leave.

18.6 A certificated employee whose contract has been reduced under this article shall fulfill the appropriate pro rata share of the certificated duties that would have been required had the employee continued as a full-time employee.

18.7 In compliance with Education Code Section 22724 and Government Code Section 20815, as appropriate, a certificated employee whose contact has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount he or she would have contributed had he or she continued full-time. The Board shall contribute to the appropriate retirement system the amount required by law.

18.8 To implement the provisions of this article, a certificated employee shall file a written request for a reduced contract specifying:

18.8.1 That the request is pursuant to this article;

18.8.2 The reduced contract the employee desires under this article, provided it is not less than one-half of a full load; and

18.8.3 The number of years during which the certificated employee wishes his or her contract to be reduced under this article, provided the number of years do not exceed five nor extend beyond the end of the college year during which the certificated employee reaches his or her 70th birthday. For the purposes of this section, college year means July 1 through June 30. The request shall be filed no later than May 1 next preceding the academic year during which the employee wishes the reduced contract to become effective. If the employee's request is granted it shall take effect at the beginning of the next academic year and may be revoked only with the mutual consent of the employee and the Board.

18.9 Nothing in this article shall prohibit a certificated employee from requesting a reduction in contract outside of the provisions of this article or as prohibiting the Board from granting such a request.

Article 19
EARLY RETIREMENT INCENTIVE PROGRAM

19.1 The Board shall offer an annual employment contract, as provided in this article, to any certificated employee who retires before reaching age 70, who is at least 55 years of age, and who has been employed by the District as a certificated employee at least half time for at least ten years.

19.2 An eligible certificated employee may elect to receive an employment contract under this article by submitting a written request to the Board no later than six months before the effective date of the employee's retirement. The Board may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so.

19.3 A retired certificated employee employed under this article shall, within the limits established by the applicable retirement laws governing post-retirement service, be entitled to part-time employment at the appropriate pro rata share of the salary the employee would have received if he or she had continued as a full-time employee. The employee shall also receive all paid benefits in the same manner as a full-time regular certificated employee, as well as all rights and benefits afforded full-time regular certificated employees except the right to apply for a professional development leave. The employee shall earn credit for sick leave and personal necessity leave on a pro rata basis.

19.4 The salary earned by a certificated employee under this article shall be paid in equal monthly installments during the months the retired employee is actually at work. However, if a retired employee completes the service he or she is scheduled to render under this article during the fall quarter, he or she may elect to be paid in ten equal installments, September through June.

19.5 A retired certificated employee employed under this article shall fulfill the appropriate pro rata share of his or her certificated duties, including, but not limited to, teaching, advising, committee service, and all other instructional or instructionally related assignments that would have been required had the employee continued as a full-time employee.

19.6 The services provided under this article shall be specified in a written plan mutually agreed upon by the certificated employee and the Board. Each year the retired certificated employee shall consult with his or her supervisor and work out such a mutually agreeable written plan for the services he or she will perform during the subsequent year of employment under this article. This plan shall specify the nature of the service and the location within or outside the District where it is to be performed and the times at which it will be begun and completed. Copies of the written plan shall be provided the retired certificated employee, all involved supervisors, FA, and the Director of Personnel Services.

19.7 The duties that a retired certificated employee is assigned to perform under this article shall usually be established by mutual consent between the retired employee and his or her supervisor. However, the Board

retains the discretion to assign retired certificated employees to duties that are appropriate to the program or staffing needs of the District.

19.8 Provided the services performed under this article are satisfactory, an employment contract issued under this article shall be renewed annually for the maximum number of years permitted by law, or until the certificated employee reached age 70, whichever is earlier. At the conclusion of the maximum permissible years of service under this article, or at the end of the school year during which the certificated employee reaches age 70, employment under this article shall cease. Thereafter, the retired employee may be employed by the Board as provided in the applicable retirement laws governing post-retirement service and in Article 7 (Part-time Faculty) and Article 21 (Post-Retirement Employment).

19.9 If a retired certificated employee believes the Board has failed to adhere to the written plan agreed upon under Section 19.5, or has otherwise violated a provision of this article, he or she may submit the matter to the grievance procedures set forth in Article V.

19.10 Either party may reopen this article at any time by providing the other party with a note of intent to reopen.

Article 20
CONTINUED EMPLOYMENT BEYOND AGE 70

20.1 As provided in Education Code Section 87466, when a contract or regular certificated employee reaches age 70 his or her status as a contract or regular employee ceases and employment thereafter is from year-to-year at the discretion of the Board. However, each contract or regular certificated employee who reaches age 70 may continue in employment as specified in this article.

20.2 Each certificated employee who wishes to continue in employment beyond age 70 shall file a written application for continued employment with the President of the college at which he or she is employed no later than January 1 of the year which the employee will become 70. Failure to file a timely application shall result in the retirement of the certificated employee and his or her automatic termination on the 30th of June next following the employee's 70th birthday.

20.3 Each application for continued employment and any materials submitted with it shall be reviewed by the President or his or her designee. The President shall also review the certificated employee's most recent evaluations, may request an additional evaluation, and may require the certificated employee to submit to an examination as provided in Section 20.4. This review shall include the recommendation concerning continued employment of a committee composed of the employee's immediate supervisor and a certificated employee designated by the academic senate.

20.4 If there is cause to believe it would be helpful, a certificated employee who has applied for continued employment may be required to submit to an examination by a physician or other qualified person designated by the Board to help evaluate whether or not the certificated employee is physically and emotionally able to perform the essential functions of his or her position. The Board shall pay the fees for any such examination. The examining physician or other qualified practitioner shall make a written report of the examination to the Board, and the employee shall be provided with a copy of the report. Failure or refusal to submit to an examination required under this article shall constitute a violation of the regulations of the District. The certificated employee may submit medical reports or other pertinent information to the examining physician or other qualified practitioner or to the Board.

20.5 Promptly upon receipt of the report of the examination conducted under Section 20.4, if one was required, or by February 1, whichever is later, the President shall make a written recommendation to the Chancellor regarding certification of the certificated employee for continued employment, and shall provide the employee with a copy of the recommendation.

20.6 Before making determination regarding the President's recommendation, the Chancellor may request an additional evaluation or may require the certificated employee to submit to an examination as provided in Section 20.4 above, but only if one was not required by the President. The Chancellor shall also afford the certificated employee an opportunity to meet with the Chancellor or his or her designee and to submit additional written or oral statements concerning the employee's application for continued employment.

20.7 The Chancellor shall recommend that the Board itself certify the employee for continued employment if:

20.7.1 The chancellor has been notified of a recommendation for continued employment by a committee composed of the employee's immediate supervisor and a certificated employee designated by the academic senate;

20.7.2 He has determined that continuation of employment will not be in service subject to reduction in force; and

20.7.3 He has determined that continuation of employment will not preclude the District from employing another certificated employee whose special training and skills are needed to serve the best interests of students and ensure the comprehensiveness of the educational program.

20.8 If the Board itself certifies the employee for continued employment, the retirement system shall be notified of the employee's continued employment as provided by law and the regulations of the retirement system.

20.9 Any certification for continued employment issued pursuant to this article shall be for a period of one year. An employee who has been certified for continued employment beyond age 70 and who wishes to remain in employment for subsequent years, must submit a new application under this article on or before January 1 of each year.

20.10 If the Board itself declines to certify the certificated employee for continued employment, the certificated employee may submit the matter to the grievance procedure set forth in Article 5, but may allege only that:

20.10.1 The procedures contained in this article were departed from, or improperly applied, or

20.10.2 The Board's decision was arbitrary or capricious.

Article 21
POST-RETIREMENT EMPLOYMENT

21.1 Except as provided in Article 19 (Early Retirement Incentive Program) and subject to the limitations contained in the applicable retirement laws governing post-retirement service, any certificated employee who has retired may be employed as a part-time faculty member. Such employment shall be governed by Article 7 (Part-Time Faculty), provided, however, that the Board may employ any certificated employee who has retired for a period of two years following the date of such retirement without regard to reemployment preference or seniority.

21.2 Notwithstanding the certificated employee's salary schedule placement before retirement, a retired certificated employee employed under this article shall be entitled to the highest rate of compensation payable to part-time temporary certificated employees.

21.3 It shall be the sole responsibility of each certificated employee employed under this article to consult with the appropriate retirement system to determine the effect such employment will have, if any, on his or her retirement benefits.

21.4 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

Article 22
PAID BENEFITS

22.1 The Board shall provide benefits to each qualified certificated employee as specified in this article. A "qualified certificated employee" is one who:

22.1.1 Is either a contract or regular certificated employee or a full-time temporary certificated employee appointed for a period of at least one year;

22.1.2 Is employed at least half time; and

22.1.3 Has been in paid status for at least 12 working days during the month preceding the month covered by the benefits.

A certificated employee shall be deemed to be in paid status during any recess or intersession if the employee is scheduled to return to paid status at the end of the recess or intersession.

22.2 Medical and Hospital Benefits - General

Each qualified certificated employee may select one of the following plans at least annually during the established open enrollment period or periods:

22.2.1 Kaiser Foundation Health Plan benefits for the employee and his or her eligible dependents; or

22.2.2 A self-insured medical plan (including paid prescription drug benefits) for the employee and his or her eligible dependents.

22.3 Medical and Hospital Benefits - Age 70 and Older

Each certificated employee age 70 or older and ever eligible dependent of a 70-year-old or older employee shall receive benefits under Section 22.2 only in a manner that augments the benefits that the employee or a dependent could receive from Medicare even though the certificated employee or his or her eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the certificated employee and his or her eligible dependents to apply for and satisfy the requirements of Medicare; provided, however, that the Board shall reimburse the certificated employee and his or her eligible dependents for the basic cost of Medicare Parts A and B up to a maximum of $600 per year per person if adequate proof of payment is submitted to the Office of Personnel Services once each calendar year and at any time that the amount of the basic premium is changed by Medicare.

22.4 Vision Care Benefits

The Board shall continue to provide existing vision care benefits to each qualified certificated employee and his or her eligible dependents.

22.5 Dental Care Benefits

The Board shall continue to provide existing dental care benefits to each qualified certificated employee and his or her eligible dependents.

22.6 Life Insurance Benefits

The Board shall provide each qualified certificated employee under age 70 with $40,000 level-term life insurance benefits.

22.7 Long-term Disability Insurance Benefits

The Board shall provide each qualified certificated employee under the age of 70 with a long-term disability benefit as follows:

22.7.1 For employees disabled after October 31, 1986, the insurance shall provide a benefit equal to 66 2/3 percent of the employee's "Basic monthly earnings" on the date he or she was disabled, to a maximum payment of $2,500 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.

22.7.2 The benefits shall be payable after the end of all accumulated sick leave and extended sick leave under Article 16.

22.7.3 For employees with five or more years of STRS service and two or more eligible children on the day of disability, benefits shall be payable for one year from the date of disability for both accident and illness provided that the employee is 69 years of age or younger on the date of disability. If the period of disability extends beyond one year, the employee shall receive disability allowance payments from STRS.

22.7.4 For all employees not included under Section 22.7.3 the benefit shall be payable for ten years from the date of disability for both accident and illness provided that the employee is 55 years of age or younger on the date of disability. If the employee is older than 55 years on the date of disability the maximum benefit period shall be the same as that provided in the maximum benefit schedule set forth in the District's income protection insurance policy.

22.7.5 Beginning July 1, 1987, every certificated employee who was receiving a long-term disability benefit under this article because he or she was disabled on or before October 31, 1986, and who continues to qualify for the benefit, shall have his her

benefit adjusted to provide 66-2/3 percent of the employee's "Basic monthly earnings" on the date he or she was disabled, to a maximum payment of $2,500 per month.

22.8 Employee Assistance Program

Beginning in January, 1986, the Board shall provide an employee assistance program for each qualified certificated employee and his or her eligible dependents.

The Board and FA shall maintain procedures which the Board will follow in making formal referrals to the EAP. Managers must consult an appropriate official in the District Personnel Office for guidance on following the procedures before initiating a formal referral. A copy of the procedures shall be included in the faculty handbook at each college.

22.9 Benefits During Unpaid Leave of Absence

A qualified certificated employee who is granted an unpaid leave of absence and thereby is not qualified for paid benefits under Section 22.1 may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:

22.9.1 For ten-month (176-day) certificated employees, 1/176th of the full annual premium or its equivalent for each day of unpaid leave of absence;

22.9.2 For eleven-month (196-day) certificated employees, 1/196th of the full annual premium or its equivalent for each day of unpaid leave of absence;

22.9.3 For twelve-month (216-day) certificated employees, 1/216th of the full annual premium or its equivalent for each day of unpaid leave of absence.

22.10 FA and the Board reaffirm that health benefit cost containment efforts remain a high priority for the parties. As a result, FA and the Board shall continue to negotiate appropriate cost containment and quality assurance measures during the life of this agreement based on the advice of an augmented paid benefits committee convened by the District's Risk Manager.

Article 23
PAID BENEFITS FOR RETIRED EMPLOYEES

23.1 Each retired certificated employee who qualifies under the terms of this article, and his or her eligible dependents, shall receive health and hospital benefits, prescription drug benefits, vision care benefits, and dental benefits as provided in this article.

23.2 A qualified employee is one:

23.2.1 Who is age 55 or older, who has retired from the State Teachers Retirement System or the Public Employees Retirement System (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular certificated employee for ten or more years immediately preceding his or her retirement; or

23.2.2 Who has retired from the District and is receiving a disability allowance from the State Teachers Retirement System or the Public Employees Retirement System, and who has rendered service to the District at least half-time as a contract or regular certificated for ten or more years immediately preceding his or her retirement. No absence from the service of the District under a leave of absence and no period of reduced service under Article 18 shall be deemed as a break in the continuity of service required by this section. Time spent on any professional development leave under Article 17 shall be deemed to be full-time service for the purpose of this section.

23.3 The benefits provided to eligible dependents under this article shall cease at the end of the calendar month following the death of the retired certificated employee (or, if the death occurs after the twelfth working day of the month, at the end of the following calendar month). However, a surviving spouse may continue to receive benefits under this article by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.

23.4 If certificated employees are given any options regarding health benefits plans (for example, the choice between Kaiser and the District self-insured plan), the benefits provided under this section shall be in accordance with the plan or plans under which the retired certificated employee was receiving benefits at the time of retirement, and he or she shall not be allowed to change any option after retirement. This section shall not be construed as prohibiting any change in benefits or benefit plans as specified in Section 23.8.

23.5 Each retired certificated employee and every eligible dependent shall, upon obtaining eligibility for Medicare, receive benefits under this article only in a manner that augments the benefits that the employee or

dependent could receive from Medicare even though the retired certificated employee or his or her eligible dependents fail to claim rights to Medicare benefits. It shall be the sole responsibility of the retired certificated employee and his or her eligible dependents to apply for and satisfy the requirements of Medicare; however, the Board shall reimburse the retired certificated employee and his or her eligible dependents for the cost of Medicare if adequate proof of payment is submitted to the Office of Personnel Services once each calendar year and at any time that the amount of the premium is changed by Medicare. This section shall not apply to retired certificated employees or their eligible dependents whose social security status does not qualify them for Medicare benefits.

23.6 If a retired certificated employee, or his or her eligible dependents, receive benefits under any other health benefits plan, the benefits provided under the other plan shall be primary and the benefits provided under this article shall be reduced to the difference between the benefits provided or paid or payable by the other plan and the maximum benefits provided under this article.

23.7 To obtain the benefits provided under this article, a certificated employee shall file an application for the benefits with the Office of Personnel Services and shall complete all necessary enrollment forms before the last date of his or her employment with the District.

23.8 The benefits provided under this article shall remain subject to alteration or termination by any future agreement negotiated between the Board and the exclusive representative for certificated employees.

23.9 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

Article 24
SALARIES FOR CERTIFICATED EMPLOYEES

24.1 Each full-time certificated employee, other than a full-time certificated employee employed in an Early Childhood Education Center, shall be paid in accordance with his or her placement on the Faculty Salary Schedule. Effective July 1, 1987 the 1986-87 Faculty Salary Schedule shall be adjusted for 1987-88 by increasing each step of the schedule by 4.5 percent as shown in Appendix A.

24.2 Each full-time certificated employee employed in an Early Childhood Education Center shall be paid in accordance with his or her placement on the Child Development Program Faculty Salary Schedule. Effective July 1, 1987 the 1986-87 Child Development Program Faculty Salary Schedule shall be adjusted for 1987-88 by increasing each step of the schedule by 4.5% as shown in Appendix B.

24.3 Each part-time faculty member as defined in Article 7 and each day-to-day substitute shall be paid in accordance with his or her placement of the Part-Time Faculty Salary Schedule or the Child Development Program Faculty Salary Schedule, as appropriate. Effective July 1, 1987, the 1986-87 Part-Time Faculty Salary Schedule shall be adjusted for 1987-88 by increasing each step of the schedule by 4.5 percent as shown in Appendix C.

24.4 Each part-time temporary adult education faculty member as defined in Article 33 shall be paid in accordance with his or her placement on the Part-time Temporary Adult Education Faculty Salary Schedule. Effective July 1, 1987 the 1986-87 Part-time Temporary Adult Education Faculty Salary Schedule shall be adjusted for 1987-88 by increasing each step of the schedule by 4.5 percent as shown in Appendix E.

24.5 Placement on and advancement within a salary schedule shall be governed by the criteria set forth in Appendices A, B, C, D, and E.

24.6 On January 31, 1987, the Chancellor shall, using revenue and expenditure data compiled and analyzed by a committee composed of the Director of Business Services and one representative from each employee organization, determine if actual operating results from six months of operation during the fiscal year reasonably support the conclusion that:

24.6.1 The District's unrestricted revenues for 1987-88 will equal or exceed $70,754,721; and

24.6.2 The District's unrestricted expenditures for 1987-88 will be equal to or less than $74,100,831.

If the Chancellor makes an affirmative determination with respect to both of the conditions specified in Sections 24.6.1 and 24.6.2, each salary schedule adjusted pursuant to Sections 24.1 through 24.4 shall be further adjusted by increasing each step on the schedules by an additional .5 percent above its 1986-87 level. any adjustment pursuant to this section shall be retroactive to July 1, 1987.

Article 25
SPECIAL ASSIGNMENTS

25.1 A special assignment is any mutually agreed upon assignment that requires a certificated employee to perform duties other than those that make up his or her normal teaching, counseling or library assignment. Each certificated employee on special assignment shall receive at least as much assigned time or compensation or both for the special assignment as he or she received under past practice of the college at which he or she is employed provided that the volume or complexity of the activities associated with the special assignment remain substantially the same.

25.2 Each certificated employee who is assigned as an Executive Head shall receive an additional 5 percent of his or her base salary. If in addition to his or her responsibilities as an Executive Head a certificated employee is assigned to Division Assistant duties, he or she shall be paid for those duties, in addition to pay as an Executive Head, according to Section 25.3.

25.3 Each certificated employee who is assigned as a Division Assistant shall receive:

25.3.1 An additional 10 percent of his or her base salary for service that is equivalent to half of a full-time load or a pro rata share of the additional 10 percent of base salary if the assignment is for less than half of a full-time load; or

25.3.2 An amount determined by past practice of the college at which he or she is employed.

25.4 The Board shall provide a certificated employee with sufficient reduction in normal duties to perform any special assignment. The amount of assigned time given to any certificated employee performing a special assignment shall be determined by mutual agreement between the certificated employee and an appropriate dean or supervisor.

25.5 Each full-time regular certificated employee employed as a counselor on July 1, 1985, shall receive $50 per month in addition to his or her base salary for the time the employee continues to be assigned as a counselor. Each regular counselor employed on July 1, 1985 who works less than full-time shall receive an appropriate pro rata share of $50 per month in addition to his or her base salary for the time the employee continues to be assigned as a counselor.

25.6 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

A67

Article 26
SUMMER SESSIONS

26.1 Except as provided in Section 26.5, summer session faculty shall be selected at a college in the following order of priority:

26.1.1 Contract or regular certificated employees who were not employed during the preceding summer session;

26.1.2 Contract or regular certificated employees who were employed during the preceding summer session;

26.1.3 Individuals who were employed as part-time temporary certificated employees during the preceding academic year but not during the preceding summer session;

26.1.4 Individuals who were employed as part-time temporary certificated employees during the preceding academic year and during the preceding summer session; and

26.1.5 All others.

26.2 Summer session faculty may be offered more than one course during a summer session.

26.3 Each certificated employee employed as an instructor during a summer session shall be compensated on the basis of 63 percent of the regular faculty salary schedule utilizing appropriate course load factors. A course load factor specifies the percent of a full-time load that a particular course represents, and "regular faculty salary schedule" means all columns, 1 through 5, and all steps, 1 through 12, and all salary increments beyond step 12 representing Professional Recognition Awards earned before the PRA was eliminated in 1986.

26.4 Each certificated employee employed during the summer session shall be entitled to one day of paid leave of absence for illness or injury and one day of personal leave. Such leaves shall be subject to the terms and conditions set forth in Article 16 (Leaves).

26.5 Notwithstanding Section 26.1, the Board may select up to ten individuals with special characteristics or qualifications as summer session faculty without regard to the priorities contained within Section 27.1 The Board may select employees pursuant to this section when it determines that, by doing so, it will be able to diversify and enhance the summer session program.

26.6 Each contract or regular librarian who, by mutual agreement of the employee and the Board performs service during the summer as part of his or her annual contract shall receive additional salary at the weekly rate of 2.5 percent of annual pay based upon the salary schedule in effect on July 1 of the year during which he or she receives payment.

26.7 Either the Board or FA may reopen negotiations on this article at any time by delivering a written request to reopen to the other party.

A69

Article 27
CALENDAR

27.1 The parties agree to the Academic Calendars for the 1986-87, 1987-88 and 1988-89 academic years contained in Appendix G.

27.2 During each of the years specified in Section 27.1, the period between the beginning of the Fall quarter and the end of the Spring quarter shall include a total of 175 instructional and "flex" days. In addition, on the workday immediately preceding the start of the Fall quarter each year, beginning-of-the-year meetings and other professional activities, but not classes, will be scheduled.

27.3 Either party may reopen negotiations on this article on matters including, but not limited to, number of working days, holidays, and length of terms of instruction for the 1989-90 academic year by serving the other party a written request to reopen negotiations.

Article 28
NONDISCRIMINATION

28.1 The Board shall not discriminate against any certificated employee with regard to the application and administration of the terms of this Agreement on the basis of race, sex, creed, color, religion, national origin, political affiliation, exercise of any constitutionally protected right, sexual preference, domicile, marital status, physical disability unrelated to job performance, or union activity, nor shall the Board act in any arbitrary or capricious manner with regard to the application of the terms of this Agreement.

28.2 For the purposes of Section 28.1, a certificated employee's physical disability is "unrelated to job performance" if the certificated employee can, with reasonable accommodation by the Board, perform the essential functions of the job in question.

Article 29
CONTRACT REVIEW AND CONSULTATION

29.1 The Board and the Association shall establish a District/FA Committee composed of a mutually agreed upon number of Association officers or negotiation team members and an equal number of District administrators employed on level 4 of the Management Salary Schedule or higher. The Committee shall meet once each month at a regularly scheduled time and date to discuss any problems associated with the administration of the Agreement and to consult on matters that are topics of consultation under Government Code Section 3543.2. The parties shall not conduct any negotiations at such meetings, and such meetings shall not be the exclusive means by which the parties may consult with each other. Either party may postpone any meeting scheduled pursuant to this section by giving the other party notice of the postponement and an explanation of the reasons therefore. Such notice shall be given at the earliest possible time, preferably at least three working days before the date of the meeting to be postponed. If a meeting is postponed, another date and time shall be established for that month's meeting.

Article 30
RESIGNATION

30.1 A resignation is a written notice signed by a certificated employee, stating his or her intent to terminate employment with the District.

30.2 A certificated employee may submit his or her resignation at any time by delivering it to the appropriate President, who shall promptly deliver it to the Director of Personnel Services. Once a resignation is received by the Director of Personnel Services, it shall be forwarded to the Board itself for review and acceptance.

30.3 A certificated employee may withdraw his or her resignation without prejudice until seven calendar days after the resignation was delivered to the President.

30.4 After the Board itself accepts a resignation, the Board itself may at any time consider a written request by the certificated employee to withdraw the resignation.

Article 31
REPRIMAND OF CERTIFICATED EMPLOYEES

31.1 A reprimand is any formal written rebuke or reproof by the Board itself placed in a certificated employee's on-campus personnel file. Other managerial rebukes fall under Section 8.4. No reprimand shall be issued more than 30 school days after the Board discovered or reasonably could have discovered the circumstance or action giving rise to the reprimand.

31.2 The Board itself shall not issue a reprimand to any certificated employee unless:

31.2.1 The certificated employee is given a hearing at which he or she is informed of the complaints upon which the reprimand is based and is given the opportunity to respond to the complaints;

31.2.2 The certificated employee receives written notification of the purpose of the hearing at least three days before the date of the hearing and of his or her right to representation at the hearing;

31.2.3 FA has been notified, in writing, of the intent to conduct such a hearing. To preserve confidentiality, the FA conciliator shall be informed only through the FA office.

31.3 If a certificated employee is not represented by FA at the hearing provided for in Section 31.2.1, FA shall nevertheless have the right to be present at the hearing and to state its views, unless the certificated employee objects in writing to FA's presence.

31.4 If a certificated employee is reprimanded, he or she may submit the matter to the grievance procedure set forth in Article 5 by alleging that the procedures contained in this article were not followed or that the action of the Board itself in reprimanding the certificated employee was arbitrary or capricious.

31.5 A certificated employee has the right to respond to a reprimand in writing in the manner prescribed in Article 8, Section 8.5.

31.6 Two years after a certificated employee has been reprimanded, he or she may ask the President to place the reprimand in a sealed envelope. The envelope, which shall remain in the certificated employee's personnel file, shall show the date on which the reprimand was sealed and shall be clearly marked with the following words: Sealed under Section 31.6 of the Agreement between FA and the Board." Once a reprimand has been sealed, it may be opened only by the employee or the President.

Article 32
DURATION

32.1 This Agreement shall become effective on the date of signing and shall continue in effect through June 30, 1989, provided, however, that in addition to those articles that may be reopened by their own terms, either party may reopen negotiations on Articles 22 (Paid Benefits) and 24 and Appendices A through E (Salaries for Certificated Employees) and on one other article for the 1987-88 and 1988-89 fiscal years by serving the other party a written request to reopen negotiations, not later than May 1, 1987 (for 1987-88) and May 1, 1988 (for 1988-89).

Article 33
ADULT (NON-CREDIT) EDUCATION CLASSES

33.1 This article applies only to Adult Education Faculty. Adult Education Faculty are those certificated employees who possesses an adult designated subject credential or other appropriate certificate of qualification issued by the Board of Governors and who are employed to teach non-credit adult education classes for which the Board claims state apportionment.

33.2 Adult Education Faculty shall be responsible for meeting their assigned classes on time and regularly. They shall also be responsible for class preparation, all required record keeping, and the preparation of all necessary local and state reports.

33.3 A full-time load for Adult Education Faculty shall be twenty-two class hours per week.

33.4 Full time contract or regular Adult Education Faculty shall be paid according to a full-time Adult Education Faculty Salary Schedule to be negotiated by December 1, 1986. All new full-time Adult Education Faculty members shall be placed on Step 1 of the schedule. To become eligible to advance to a subsequent step a full-time Adult Education Faculty member must perform satisfactorily for one year. All eligible full-time Adult Education Faculty members shall be advanced to the next appropriate step on the schedule on July 1 of each year.

33.5 Part-time temporary Adult Education Faculty shall be paid according to Appendix C (Part-time Faculty Salary Schedule) through June 30, 1987. Beginning July 1, 1987, part-time temporary Adult Education Faculty shall be paid according to the Part-time Temporary Adult Education Faculty Salary Schedule, Appendix E. All new part-time temporary Adult Education Faculty members shall be placed on Step 1 of the schedule. To become eligible to advance to a subsequent step a part-time Adult Education Faculty member must perform satisfactorily for one year and accumulate 525 class hours of work. All eligible part-time Adult Education Faculty members shall be advanced to the next appropriate step on the schedule on July 1 of each year.

33.6 Article 7 shall apply to those Part-time temporary Adult Education members who, in the Spring of 1986, possessed reemployment preference as part time community college faculty members in the credit convalescent home program. In addition they shall be placed on a step on the Part-time Adult Education Faculty Salary Schedule that reflects credit for previous service in the district on a year for year basis.

33.7 Full time contract or regular certificated employees who, during the 1985-86 academic year, were assigned half-time or more in the credit convalescent home program and who during 1986-87 or thereafter are assigned half-time or more in the Adult Education (non-credit) convalescent home program shall be placed on a step on the full-time Adult

Education Faculty Salary Schedule that reflects credit for previous service to the district on a year for year basis. However, notwithstanding Section 33.3 or any other provision of this agreement, every full time certificated employee to whom this section applies shall be entitled to a full time annual salary that equals the salary prescribed by the Adult Education Faculty Salary Schedule plus an adjustment sufficient to yield a full annual salary that is equivalent to the 1986-87 salary the employee would have received (base salary plus awards) had he or she continued to be placed on the regular faculty salary schedule during that year.

Article 34
SPECIAL ADJUNCT FACULTY

34.1 The Board shall establish an employment status for Special Adjunct Faculty and shall appoint every part-time certificated employee who was a party to the settlement agreement resolving Santa Clara County Superior Court Case No. 467342 (Foothill-De Anza Faculty Association v. Governing Board) to that status.

34.2 Each Special Adjunct Faculty member shall be accorded regular status with the District and shall be deemed to have been employed in a probationary status on the first day of the semester or quarter during which he or she first rendered paid service to the District as a part-time faculty member. Special Adjunct Faculty members do not have reemployment preference under Article 7 (Part-time Faculty) but may acquire reemployment preference by earning three quarters of service credit after the 1985-86 college year.

34.3 Each Special Adjunct Faculty member shall be assigned a schedule of duties that is at least equal to the percentage of a full-time load specified for the employee in the settlement agreement. Nevertheless, the Board may elect to assign units in excess of the percentage specified in the settlement agreement in order to round off to the nearest whole unit of work, or it may elect to assign units rounded down to the nearest whole unit of work while maintaining the percentage of tenure (and pay) consistent with this article.

34.4 Notwithstanding Section 34.3, by mutual agreement, the Board may assign a Special Adjunct Faculty member to an increased workload during the academic year. Such an assignment shall not change the employee's percent of tenure or his or her classification to that of a full-time regular certificated employee unless the assignment exceeds 75 percent of the annual load of scheduled duties of a full-time regular certificated employee and such an assignment is made for two consecutive academic years.

34.5 Each Special Adjunct Faculty member shall be compensated on the basis of his or her placement as prorated on the Special Adjunct Faculty Salary Schedule, which shall be maintained at 75 percent of the Regular Faculty Salary Schedule. For 1986-87, each Special Adjunct Faculty member shall be placed at the step specified in a memorandum of understanding between the Board and FA.

34.6 If a Special Adjunct Faculty member is required to attend staff meetings, serve on professional committees, participate in co-curricular or extra-curricular activities of the campus, or in any other way serve beyond his or her part-time assignment, he or she shall receive additional compensation.

34.7 Each Special Adjunct Faculty member who meets the definition of a "qualified certificated employee" under Section 22.1 shall receive paid

benefits as specified in Article 22 (Paid Benefits), except those who are not at least half-time shall have access only to those options available to less than half-time employees.

34.8 Articles 17, 18, 19, 21, and 23 do not apply to Special Adjunct Faculty. Furthermore, each Special Adjunct Faculty member shall be assigned summer classes in accordance with the provisions of Sections 26.1.1 and 26.1.2 of Article 26.

Article 35
TRAINING/RE-TRAINING/REVITALIZATION STIPEND

35.1 In addition to the funds set aside under Section 37.8 of Article 37, the Board shall annually appropriate $10,000 per year for the purposes of this article providing the amount carried over from the previous year does not exceed $25,000. Any balance remaining in the fund at the end of the academic year shall be carried over into the subsequent year and shall remain available for the purposes of this article.

35.2 A certificated employee shall be eligible to apply for a stipend under this article if he or she is:

35.2.1 Employed as a full-time regular certificated employee;

35.2.2 Participating in, or has firmly established plans to begin participating in, a program of study, work experience, or training that will qualify the certificated employee for a new credential, expand the number of areas in which he or she is qualified and competent to perform services for the District, or engage in activities which conform to college staff revitalization guidelines.

35.3 A stipend may be approved for either or both of the following purposes:

35.3.1 To defer, in whole or in part, the cost of tuition fees, books, or supplies;

35.3.2 To supplement the certificated employee's income, if necessary and appropriate, while he or she is engaged in a program of study, work experience, training, or revitalization activities.

35.4 A contract or regular certificated employee who wishes to apply for a stipend shall file a written application with the President or his or her designee that includes, or is accompanied by:

35.4.1 The details of the certificated employee's program of study, work experience or training;

35.4.2 The manner in which the program will qualify the certificated employee for a new credential, or expand the number of areas in which he or she is qualified and competent to perform services for the District;

35.4.3 The purpose, as described in Section 35.3 for which the stipend will be used, and

35.4.4 The amount of the proposed stipend together with a proposal regarding the most appropriate means of paying it (for example, lump sum, periodic payment, or a combination of the two).

After reviewing the application, the President or his or her designee shall forward the application to the Professional Development Committee for its review.

35.5 The Board itself shall approve a stipend if the President and the Professional Development Committee mutually agree that the stipend will assist the certificated employee in qualifying for a new credential, or in expanding the numbers of areas in which he or she is qualified and competent to perform services for the District. The President and the Professional Development Committee shall give high priority to applications submitted by certificated employees whose primary teaching or service area is overstaffed or likely to become overstaffed in the near future. If the President and the Professional Development Committee agree that a stipend should be granted but disagree on the appropriate amount of the stipend, its manner of payment, or both, the differences shall be resolved by the Chancellor.

35.6 A stipend may, but need not, be awarded in conjunction with a professional development leave or a full-time or part-time leave without pay.

Article 36
PROFESSIONAL CONFERENCE FUND

36.1 The Board shall annually appropriate at least $9,600 per year for a Professional Conference Fund for De Anza College and $6,400 per year for a Professional Conference Fund for Foothill College.

36.2 The Professional Conference Fund at each College shall be used to defray in whole or in part the cost of attendance by certificated employees at professional conferences or seminars, including the cost of fees, travel, board, and lodging, not to exceed $500 per employee for any conference or seminar.

36.3 The Professional Conference Fund shall be administered at each College under procedures established by the President with the concurrence of FA and the Faculty Senate. If concurrence is not reached, the Fund shall be administered by a Professional Conference Committee composed of one regular certificated employee selected by FA, one regular certificated employee selected by the Faculty Senate, and two certificated management employees selected by the President.

36.3.1 The Committee shall select its chairman, set its meeting times, and determine its own procedures by majority vote.

36.3.2 The Committee shall award reimbursements from the Professional Conference Fund on the basis of the professional merit of conferences and seminars attended.

36.4 A certificated employee who wishes to receive funding for attendance at a professional conference or seminar shall file a written application with the President or the Professional Conference Committee if one is established. The form of the application shall be determined by the President in consultation with FA or by the Committee but shall include at the minimum the nature and purpose of the conference or seminar, the total cost of the conference or seminar to the applicant, and the amount of funding requested.

Article 37
CONTRACT INSTRUCTION

37.1 "Contract Instruction" means educational services that are provided by the District for remuneration under contracts with businesses or other agencies and that must be performed by employees of the District who posses certification qualifications. There are two kinds of contract instruction:

37.1.1 Contract instruction that is supported in part by state apportionment; and

37.1.2 Contract instruction that is supported entirely by the remuneration specified in the contract with the business or other agency receiving the services.

37.2 This agreement, including Article 7 but excluding this article, applies to the employment of certificated employees to perform contract instruction work specified in Subsection 37.1.1. This article applies to the employment of certificated employees retained to perform contract instruction work specified in Subsection 37.1.2, and, as used in Sections 37.3 through 37.8, the term "contract instruction" shall refer only to that kind of contract instruction.

37.3 Certificated employees retained to perform contract instruction work shall observe all applicable rules and regulations of the business or other agency receiving the services, shall meet periodically with representatives of the business or other agency to seek to tailor the contract instruction services to the agency's particular needs, and shall comply with the reasonable requests of the business or other agency to the extent compliance is consistent with appropriate standards of professional conduct and maintenance of outstanding quality in the services by the employee.

37.4 Except in unusual circumstances, and then only with the mutual agreement of the certificated employee and the Board after consultation with FA, a contract or regular certificated employee shall not be assigned to perform contract instruction work as a part of his or her normal load.

37.5 In consideration of the extra demands associated with contract instruction work (for example, extra preparation and meetings, extra travel, and special performance requirements) each certificated employee who performs such work shall receive additional premium pay of at least five percent of the salary payable for the services rendered based on the part-time salary schedule and may, upon mutual agreement with the Board, receive additional premium pay of up to ten percent of that salary.

37.6 The Board shall have the exclusive right to select employees to perform contract instruction work and such employees shall serve at the pleasure of the Board. None of the provisions of Article 7 shall apply to contract instruction work governed by this article as defined by Section 37.1.2.

37.7 This article shall remain in effect until the end of the Spring Quarter 1989, at which time it shall be automatically repealed.

37.8 Ten percent of the net income earned from contract instruction (not to exceed $15,000 per year) shall be placed in a special fund for the purpose of training, re-training and vitalization of regular, contract certificated employees (See Article 35). ("Net income earned" from contract instruction is the balance remaining after all direct expenses have been deducted from the gross proceeds of contract instruction agreements.)

37.9 This section may be reopened for 1987-88 by either party if a notice of intent to reopen in given to the other by May 1, 1987.

Article 38
PROFESSIONAL ACHIEVEMENT AWARDS

38.1 The purpose of the Professional Achievement Award is to provide an incentive for and to reward outstanding performance as reflected in:

38.1.1 Continued professional growth;

38.1.2 Special service to the College or District; and

38.1.3 Excellence in teaching or, when teaching is not the certificated employee's principal duties, excellence in the performance of principal duties.

The award shall be granted by the Board itself only after application by the certificated employee, the Board's review of his or her eligibility under the criteria set forth in this article and recommendation of the President.

38.2 Each regular certificated employee who has served at least one full year at the top step of the salary schedule, currently step 12, may apply for a Professional Achievement Award. Four years after receiving the award, the employee may, as specified in Section 8, apply for an additional Professional Achievement Award.

38.3 To request a Professional Achievement Award a certificated employee shall file a written application with the President or his or her designee before December 1 of the college year during which the award is to be granted. The application shall include:

38.3.1 A compilation of annual reports filed with the President or his or her designee during the Spring Quarter of each of the preceding four years describing:

38.3.1.1 Appropriate professional growth activities, as described in Sections 38.4 and 38.5, engaged in during the report period; and

38.3.1.2 Special service to the District, as described in Sections 38.6 and 38.7, during that year.

All professional growth activities and all special service that a certificated employee wishes the Board to consider in connection with the granting of a Professional Achievement Award must be included in a report filed under this section covering the year in which the activities and service were completed.

38.3.2 Evidence that the certificated employee has, during the preceding two quarters, completed the following evaluations, together with a brief statement from the certificated employee summarizing what he or she learned from the evaluations:

38.3.2.1 - a self-evaluation;

38.3.2.2 - a peer-evaluation;

38.3.2.3 - student-evaluations from at least three classes.

38.3.3 A current evaluation from the employee's supervisor and the recommendation of an appropriate dean verifying the continuance of high quality teaching, counseling or the performance of other principal duties. The evaluation form used must indicate criteria appropriate to the job. The evaluation must apply those criteria specifically to the performance of the employee.

The responsibility for filing a timely and complete application shall be entirely the certificated employee's.

38.4 The Professional Growth Requirement for the Professional Achievement Award shall consist of nine quarter units or six semester units of appropriate academic work within four years. In lieu of some or all of the academic work, other appropriate professional growth activities may be applied to the requirement at the rate of a single quarter unit for every eighteen hours of activity. Appropriate academic work and other professional growth activities must contribute to a certificated employee's growth and development, and may include, but are not limited to:

38.4.1 Credit course work at an accredited college or university. Lower division courses may be included if the President or his or her designee gives prior approval.

38.4.2 Participation in or attendance at conferences, workshops or non-credit courses approved by the President or his or her designee as having direct relevance to the certificated employee's assignment or his or her duties as a professional educator.

38.4.3 Practical work experience approved by the President or his or her designee as having direct relevance to the certificated employee's assignment.

38.5 Activities other than those specified in section 4 may be counted towards satisfying the Professional Growth Requirement if approved by a committee composed of representatives of the Board, the college Academic Senate and FA. The committee at each college shall be composed of three representatives of the Board, two certificated employees appointed by the Academic Senate and two representatives of FA. The committee shall

follow procedures and use criteria established jointly by the President and this committee. The specification of appropriate unit or hour credit shall be part of the approval process. Examples of activities that must be approved in this manner are:

38.5.1 Publications, performances, exhibits or demonstrations that give evidence of the certificated employee's professional growth;

38.5.2 Research that is directly relevant to the certificated employee's assignment or to teaching methods, the learning process or related subjects.

38.5.3 Travel for study directly relevant to the certificated employee's assignment.

38.6 The Special Service Requirement for the Professional Achievement Award shall consist of documented special service during each of the four years immediately preceding the year in which the award is requested; meeting basic expectations by competently performing the ordinary duties of one's job is insufficient to earn the award. Special service to the District includes, but is not limited to:

38.6.1 The commitment of extra time and effort to department, division, college or district activities; for example, assuming responsibility for special projects, chairing special task groups or making noteworthy contributions to student life and student advising.

38.6.2 Institution and development of projects or programs that contribute to the educational excellence, productivity or effectiveness of the college or the District.

38.6.3 The assumption of an active leadership role on campus or in the District or active participation on major committees like the Academic Senate Executive Committee, the FA Council or the District Professional Development Committee.

38.7 Service other than that specified in Section 6 may be counted towards satisfying the Special Service Requirement if approved by the committee established under Section 38.5. Examples of the kind of service that must be approved in this manner are:

38.7.1 Achievements that bring favorable public attention or honors to the college or the District.

38.7.2 Community or public service that is reasonably related to the mission of the college and that reflects positively on the college or the District.

38.7.3 Service on statewide, regional or national committees or projects related to educational issues.

38.8 Professional Achievement Awards shall entitle full-time certificated employees to additional salary as follows:

38.8.1 A first Professional Achievement Award shall entitle a certificated employee to receive $700. After the first award has been renewed for four years, the certificated employee shall be eligible to apply for a second award.

38.8.2 The second Professional Achievement Award shall entitle the certificated employee to receive an additional $1000 (i.e. a total of $1700). After the second award has been renewed for four years, the certificated employee shall be eligible to apply for a third award.

38.8.3 The third Professional Achievement Award, and each award thereafter, shall entitle the certificated employee to receive an additional $1,200 per year (i.e. a total with the third award of $2,900). After the third award, and each subsequent award, has been renewed for four years, the certificated employee shall be eligible to apply for an additional award.

The amounts specified in this section shall be prorated for regular certificated employees who are less than full-time.

38.9 All Professional Achievement Awards shall be payable in a single installment during the Spring Quarter.

38.10 Once an award has been initially granted it shall be renewed annually without express action unless the Board itself determines that the employee's performance as reflected in subsequent evaluations does not warrant the renewal.

38.11 This article shall become effective during the 1986-87 college year and shall replace the previous Professional Recognition Award program in its entirety; provided, however, that all Professional Recognition Awards granted during the 1985-86 college year to become effective during the 1986-87 college year shall be deemed to be first awards under this article. Furthermore, the requirements contained in Section 38. 3.1 regarding the inclusion of annual reports and the requirements contained in Sections 38.4 - 38.7 regarding Professional Growth and Special Service shall be implemented according to the transition schedule contained in the Memorandum of Understanding. Finally, even though additional Professional Recognition Awards of $170 per year cannot be earned, no certificated employee shall be deprived of any previously earned Professional Recognition Award because of the implementation of this article.

38.12 A $700 payment will be made to Group A, as defined in the Memorandum of Understanding, as a one-time transition payment with the Application/ Review year under the Professional Achievement Award Program to be the 1987-88 academic year.

38.13 For the 1986-87 academic year the application deadline for Professional Achievement awards will be January 15, 1987.

38.14 For the 1986-87 academic year the $170 Professional Recognition Awards will be deducted from the Spring payment of $700.

Article 39
TELECOMMUNICATIONS

The parties agree to continue negotiations on telecommunications with respect to load, class size, copyright policy and other working conditions no later than May, 1987.

Having been ratified by the Board of Trustees on October 27, 1986 and by the members of the Association on October 28, 1986, the parties hereby execute this agreement.

Foothill-De Anza Faculty Association

By: Peggy A. Moore
Peggy Moore, President

By:
Jim Donlon, Chief Negotiator

Foothill-De Anza Community College District

By: Thomas W. Fryer Jr.
Thomas W. Fryer, Jr., Chancellor

APPENDIX A
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE
1987-1988

Bracket(Column)	I	II	III	IV	V
STEP					
A (1)	2547.49	2692.17	2835.73	2981.53	3120.64
B (2)	2692.17	2835.73	2981.53	3120.64	3266.44
C (3)	2835.73	2981.53	3120.64	3266.44	3413.35
D (4)	2981.53	3120.64	3266.44	3413.35	3553.57
E (5)	3120.64	3266.44	3413.35	3553.57	3697.14
F (6)	3266.44	3413.35	3553.57	3697.14	3835.14
G (7)	3413.35	3553.57	3697.14	3835.14	3984.27
H (8)	3553.57	3697.14	3835.14	3984.27	4126.73
I (9)	3697.14	3835.14	3984.27	4126.73	4266.95
J (10)	3835.14	3984.27	4126.73	4266.95	4411.63
K (11)	3984.27	4126.73	4266.95	4411.63	4558.54
L (12)	4126.73	4266.95	4411.63	4558.54	4698.77

BRACKET (COLUMN) PLACEMENT

Bracket I

1. Bachelor's and valid credential, or
2.* Vocational subject matter full-time credential, partial fulfillment, and Associate Degree, or equivalent, or
3. Valid limited service credential.

Bracket II

1. Master's and valid credential, or
2.* Vocational subject matter full-time credential, partial fulfillment, and Bachelor's, or
3.* Vocational subject matter full-time credential and Associate Degree or 60 semester units.

Bracket III

1. Master's 24 semester units subsequent to date of Master's and valid credential, or
2. Master's 60 semester units subsequent to date of Bachelor's and valid credential, or
3.* Vocational subject matter full-time credential, partial fulfillment, and Master's, or
4.* Vocational subject matter full-time credential and Bachelor's.

*Detailed guidelines are on file in the District Office of Technical Education.

Certificated Salary Schedule (Continued)

Bracket IV	1.	Master's, 48 semester units subsequent to date of Master's and valid credential, or
	2.	Master's, 84 semester units subsequent to date of Bachelor's and valid credential, or
	3.*	Vocational subject matter full-time credential, and Master's.
Bracket V	1.	Earned Doctorate in field related to assignment and valid credential, or
	2.	Master's 72 semester units subsequent to date of Master's (at least 55 units in field related to assignment) and valid credential, or
	3.	Master's, 120 semester units subsequent to date of Bachelor's (at least 60 units in field related to assignment) and valid credential, or
	4.*	Vocational subject matter full-time credential, Master's and 36 semester units subsequent to date of Master's (at least 20 units in field related to assignment), or
	5.*	Vocational subject matter full-time credential, Master's and 72 semester units subsequent to date of Bachelor's (at least 36 units in field related to assignment).

*Detailed quidelines are on file in the District Office of Technical Education.

APPENDIX B
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
CHILD DEVELOPMENT SALARY SCHEDULE
1987-1988

Bracket(Column)	I	II	III	IV	V
STEP					
A (1)	1373.35	1608.18	1858.58	2122.35	2402.81
B (2)	1436.79	1679.41	1936.49	2208.04	2492.95
C (3)	1501.34	1750.64	2014.39	2291.52	2587.56
D (4)	1564.77	1820.75	2090.07	2378.33	2676.59
E (5)	1627.10	1889.75	2170.20	2466.24	2773.41
F (6)	1688.31	1960.97	2250.33	2549.72	2868.01
G (7)	1752.86	2033.32	2326.01	2636.52	2962.61
H (8)	1817.41	2102.32	2406.14	2723.33	3054.98

BRACKET (COLUMN) PLACEMENT

Bracket I — 60 semester units and teaching credential, or Children's Center Permit with postponement or emergency qualifications.

Bracket II — 60 semester units and American Montessori Institute Degree; or teaching credential, or clear Children's Center Permit; or Bachelor's Degree and Montessori Institute Degree; or teaching credential; or Clear Children's Center Permit.

Bracket III — Bachelor's Degree and American Montessori Society Degree or teaching credential (Early Childhood Education, Standard Elementary, Multi-subject); or credential requiring 24 or more semester units subsequent to date of Bachelor's Degree).

Bracket IV — Master's Degree or American Montessori Society Degree or teaching credential (Early Childhood Education, Standard Elementary, Multi-subject, or Community college); or credential requiring 24 or more semester units subsequent to the date of the Bachelor's Degree.

Bracket V — Earned Doctorate and teaching credential (Early Childhood Education, Standard Elementary, Multi-subject, or Community College).

Child Development Salary Schedule (Continued)

PLACEMENT ON THE SCHEDULE

1. Credit for previous experience for placement purposes shall be evaluated by the administration.

2. Entering faculty may be placed as high as the eighth step of the salary schedule, although the Board of Trustees has the authority to determine special cases of placement. Credit for previous experience shall be granted as follows:

   Credit for previous full-time teaching, library, counseling, and/or administrative experience in an accredited public or private school will be year for year.

ADVANCEMENT ON SALARY SCHEDULE

1. A certificated employee shall be advanced on the steps of the salary schedule as a result of satisfactory professional growth and performance as outlined in Sections 2 through 4 below.

2. Professional growth requirements may be satisfied by completing three semester units of academic work or their equivalent.

3. Professional growth requirements may also be met by a planned program of work-related experiences and other professional activities equivalent to three semester units.

4. Satisfactory professional performance means a satisfactory rating through the established evaluation procedures.

5. No change will be made in column classification unless intention to change is filed with the appropriate dean prior to June 30 and evidence of completion of the required work for such change is submitted prior to September 15. It is the responsibility of the individual certificated employee to file for any changes in column classification. If he or she fails to do so prior to the dates indicated above, change of column cannot be made until the following academic year.

APPENDIX C
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
PART-TIME CERTIFICATED SALARY SCHEDULE
1987-1988

Bracket(Column)	I	II	III	IV	V
STEP					
A (1)	17832.43	18845.19	19850.11	20870.71	21844.48
B (2)	18845.19	19850.11	20870.71	21844.48	22865.08
C (3)	19850.11	20870.71	21844.48	22865.08	23893.45
D (4)	20870.71	21844.48	22865.08	23893.45	24874.99
E (5)	21844.48	22865.08	23893.45	24874.99	25879.98

BRACKET (COLUMN) PLACEMENT

Bracket I
1. Bachelor's and valid credential, or
2.* Vocational subject matter full-time credential, partial fulfillment, and Associate Degree, or equivalent, or
3. Valid limited service credential.

Bracket II
1. Master's and valid credential, or
2.* Vocational subject matter full-time credential, partial fulfillment, and Bachelor's, or
3.* Vocational subject matter full-time credential and Associate Degree or 60 semester units.

Bracket III
1. Master's 24 semester subsequent to date of Master's and valid credential, or
2. Master's 60 semester units subsequent to date of Bachelor's and valid credential, or
3.* Vocational subject matter full-time credential, partial fulfillment, and Master's or
4.* Vocational subject matter full-time credential and Bachelor's.

Bracket IV
1. Master's 48 semester units subsequent to date of Master's and valid credential, or
2. Master's, 84 semester units subsequent to date of Bachelor's and valid credential, or
3.* Vocational subject matter full-time credential, and Master's.

*Detailed guidelines are on file in the District Office of Technical Education.

Part-time Faculty Salary Schedule (Continued)

PLACEMENT ON THE SCHEDULE

1. Credit for previous experience for placement purposes shall be evaluated by the administration.

2. Entering faculty may be placed as high as the fifth step of the salary schedule. Credit for previous experience shall be granted as follows:

   a. Credit for previous full-time teaching, library, counseling, and/or administrative experience in an accredited public or private school will be year for year.

   b. Instructors teaching under a vocational subject matter credential shall be allowed one step on the salary schedule for every two years of appropriate non-teaching experience required for the credential up to Step 5. Detailed guidelines are contained in Appendix D.

ADVANCEMENT ON SALARY SCHEDULE

1. A part-time faculty member shall be advanced one step on the salary schedule after completing the equivalent of a full load for one academic year in the service of the District.

2. Advancement on the schedule shall be made at the beginning of the quarter immediately following the completion of the equivalent of a year of service, providing the employee has demonstrated satisfactory professional performance by means of a satisfactory rating through the established evaluation procedures.

3. No change will be made in column classification unless intention to change is filed with the appropriate dean at least one month before the beginning of a quarter and evidence of completion of the required work for such change is submitted before the date for the quarter to begin. It is the responsibility of the individual certificated employee to file for any change in column classification. If he or she fails to do so by the times indicated above, change of column cannot be made until the following quarter.

APPENDIX D

Vocational Placement

Bracket (Column) Placement

1. Every contract, regular, or temporary certificated employee who is eligible for vocational placement shall be given a bracket placement using vocational criteria.

2. Each contract or regular certificated employee shall be reviewed for vocational bracket placement during the Fall quarter 1986, or during the first quarter of his or her employment whichever is later. Once placed vocationally, a contract or regular certificated employee's placement shall continue to be based on vocational placement criteria without regard to any changes in assignment. (Similarly, once placed academically, a certificated employee's placement shall continue to be based on academic placement criteria without regard to any changes in assignment).

3. Each temporary certificated employee shall be reviewed for vocational placement during the Fall quarter 1986, or during the first quarter of his or her employment, whichever is later, and during every Fall quarter thereafter. Once placed vocationally or academically, a temporary certificated employee shall retain that placement without regard to any changes in assignment until the Fall quarter of the subsequent year.

4. Eligibility for vocational placement requires:

   a. That the employee have an appropriate credential and at least two years of relevant occupational experience in a filed directly related to the assignment; and

   b. That a majority of the classes the employee is assigned to teach during the review quarter be within the major core curriculum of a recognized and approved vocational program. A class is within a recognized vocational program if it is designated as vocational in the Taxonomy of Programs (TOPS) Manual of the State.

5. This revision to Appendix D shall become effective July 1, 1986.

Credential Status

The standard reference in credential determination is THE COMMUNITY COLLEGE INSTRUCTOR CREDENTIAL with MAJOR SUBJECT MATTER QUALIFICATION; however, there are several credentials which can be equally valid and which may be considered comparable. Substantiation of comparability will be made by the administrative agents of the employing unit with consultation with the District Office of Technical Education, if appropriate.

Step Placement

Once the bracket placement has been separately determined, there are two options for step placement . . . ACADEMIC and VOCATIONAL.

A. ACADEMIC OPTION

If academic bracket placement is used, academic experience must be used to establish step placement. Credit for previous full-time teaching, library, counseling, and/or administrative experience in an accredited public or private school will be granted on a step for year basis. Part-time experience shall be credited as full-time experience when the part-time commitment can be equated to full-time equivalences.

The following standards are often used in equating part-time to full-time teaching experience equivalences:

High School	One year, full-time is 5 periods of daily assignment for a 36 week academic year OR 875 total hours of assignment.
Adult Education	One year, full-time is approximately 1000 total hours of assignment OR 25 to 30 hours of assignment for a 36 week academic year.
College	15 weekly contract hours for an academic year OR 45 weekly contract hours on a quarterly cumulative basis OR 30 weekly contact hours on a semester cumulative basis is approximately equivalent to one full year of service.

B. VOCATIONAL OPTION (Restricted to those with vocational assignments)
To be eligible for vocational placement an instructor must have a minimum of two years of appropriate occupational experience in a field related to the assignment AND an appropriate credential. That two years of experience or any additional years of experience used to establish credential eligibility or bracket placement CANNOT be used for step placement.

Any additional years of appropriate occupational experience in the field can be used to determine step placement. Credit will be granted on the basis of one step for each two years of occupational experience.

Additional steps are awarded for academic experience (teaching, library, counseling, administration) on a step-for-year basis. such placement shall be calculated in the same manner as under A (ACADEMIC OPTION).

UNDER NO CIRCUMSTANCES SHALL THE ADMINISTRATIVE AGENT OR THE EMPLOYING UNIT GRANT STEP PLACEMENT AT A LEVEL HIGHER THAN THE EIGHTH STEP OF THE SALARY SCHEDULE.

UNDER ALL CIRCUMSTANCES, ACADEMIC AND OCCUPATIONAL EXPERIENCE TO BE USED FOR STEP PLACEMENT MUST BE VERIFIED.

APPENDIX E
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
ADULT EDUCATION CERTIFICATED EMPLOYEE SALARY SCHEDULE
(Part-time)

STEP	HOURLY RATE
A (1)	12.00
B (2)	13.00
C (3)	14.00
D (4)	15.00
E (5)	16.00

1. This schedule shall become effective for new employees* Spring Quarter 1987.

2. Part-time faculty who acquired reemployment preference before Spring 1987 will receive an hourly rate that is equal to the amount per hour they would have received under Appendix C (Part-time Faculty Salary Schedule). For the purpose of Section 3, below, that hourly rate shall be the faculty member's "base rate".

3. After Spring 1987, Part-time faculty who acquired reemployment preference before Spring 1987 will receive the greater of step 5 of the Adult Education Schedule or:

for Summer 1987 and Fall 1987:	The "base rate" minus 25 percent of the difference between the "base rate" and step 5.
for Winter 1988:	The "base rate" minus 50 percent of the difference between the "base rate" and step 5.
for Spring 1988:	The "base rate" minus 75 percent of the difference between their "base rate" and step 5.
for Summer 1988 and thereafter:	Step 5

* Those without reemployment preference.

APPENDIX F

HOURS OF LEAVE TO BE DEDUCTED FOR ABSENCES

HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS)

HOURS ABSENT	1	2	3	4	5	6	7	8	9	10	11	12
1	8.0	4.0	2.75	2.0	1.50	1.25	1.25	1.0	1.0	.75	.75	.75
2		8.0	5.25	4.0	3.25	2.75	2.25	2.0	1.75	1.50	1.50	1.25
3			8.0	6.0	4.75	4.0	3.50	3.0	2.75	2.50	2.25	2.0
4				8.0	6.50	5.25	4.50	4.0	3.50	3.0	3.0	2.75
5					8.0	6.75	5.75	5.0	4.50	4.0	3.75	3.25
6						8.0	6.75	6.0	5.25	4.75	4.25	4.0
7		HOURS OF LEAVE TO BE DEDUCTED					8.0	7.0	6.25	5.50	5.0	4.75
8								8.0	7.0	6.50	5.75	5.25
9									8.0	7.25	6.50	6.0
10										8.0	7.25	6.75
11											8.0	7.25
12												8.0

B02

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
1987-88 ACADEMIC CALENDAR

School Days	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Days Taught
	September								October												
1	(21)	22	23	24	25	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19
											November								Veteran's Day		
2	19	20	21	22	23	26	27	28	29	30	2	3	4	5	6	9	10	11	12	[13]	19
						FLEX DAY			Thanksgiving		December										
3	16	17	18	19	20	23	24	(25)	[26]	[27]	30	1	2	3	4	7	8	9	10	11	18
	Finals					Winter Recess										January					
4	(14)	(15)	(16)	(17)	[18]	21	22	23	24	25	28	29	30	31	1	4	5	6	7	8	9
					M.L. King's Birthday											February					
5	11	12	13	14	15	[18]	19	20	21	22	25	26	27	28	29	1	2	3	4	5	19
	Lincoln's Birthday					Washington's Birthday										March					
6	8	9	10	11	[12]	[15]	16	17	18	19	22	23	24	25	26	29	1	2	3	4	18
											Finals					Spring Recess					
7	7	8	9	10	11	14	15	16	17	18	21	(22)	(23)	(24)	(25)	[28	29	30	31	1]	15
	April																				
8	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	20
	May																				
9	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	20
	Memorial Day		June													Finals					
10	[30]	31	1	2	3	6	7	8	9	10	13	14	15	16	17	(20)	(21)	(22)	(23)		18

BLOCKED dates indicate holidays and recesses; dates in **PARENTHESES** indicate finals and meetings; 175
FLEX DAY is circled.

FACULTY Opening Day Meetings: September 21

FALL QUARTER
Instruction: September 22 - December 17
Finals: December 14, 15, 16, 17
Holidays: November 13, 26, 27
Flex Day: November 25

WINTER RECESS: December 18 -January 1

WINTER QUARTER
Instruction: January 4 - March 25
Finals: March 22, 23, 24, 25
Holidays: February 12, 15

SPRING RECESS: March 28 - April 1

SPRING QUARTER
Instruction: April 4 - June 23
Finals: June 20, 21, 22, 23
Holiday: May 30

ACADEMIC YEAR ENDS: June 23

Total Days Per Quarter

Fall Quarter	60 days
Winter Quarter	57 days
Spring Quarter	58 days
Orientation	1 day
	176 days

HRS/9-87 mk

B03

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
1988-89 ACADEMIC CALENDAR

School Days	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	Days Taught
1											[5]					September					0
2	(19)	20	21	22	23	26	27	28	29	30	October 3	4	5	6	7	10	11	12	13	14	19
3	17	18	19	20	21	24	25	26	27	28	November 31	1	2	3	4	7	8	9	10	Veteran's Day [11]	19
4	14	15	16	17	18	21	22	23	Thanksgiving [24]	[25]	28	29	30	1	2	December 5	6	7	8	FLEX DAY (9)	18
5	FINALS (12)	(13)	(14)	(15)	Winter Recess [16]	19	20	21	22	23	26	27	28	29	30	January 2	3	4	5	6	9
6	9	10	11	12	13	King's Birthday [16]	17	18	19	20	23	24	25	26	27	February 30	31	1	2	3	19
7	6	7	8	9	10	Lincoln's Birthday 13	14	15	16	[17]	Washington's Birthday [20]	21	22	23	24	March 27	28	1	2	3	18
8	6	7	8	9	10	13	14	15	16	17	FINALS 20	(21)	(22)	(23)	(24)	Spring Recess [27]	[28]	[29]	[30]	[31]	15
9	April 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	20
10	May 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	20
11	Memorial Day [29]	30	31	June 1	2	5	6	7	8	9	12	13	14	15	16	FINALS (19)	(20)	(21)	(22)		18

BLOCKED dates indicate holidays and recesses; dates in **PARENTHESES** indicate finals or meetings; **FLEX DAY** is circled. 175

FACULTY Opening Day Meetings: September 19

FALL QUARTER
Instruction: September 20 - December 15
Finals: December 12, 13, 14, 15
Holidays: November 11, 24, 25

WINTER RECESS: December 16 - January 1

WINTER QUARTER
Instruction: January 2 - March 24
Finals: March 21, 22, 23, 24
Holidays: February 17, 20

SPRING RECESS: March 27 - March 31

SPRING QUARTER
Instruction: April 3 - June 22
Finals: June 19, 20, 21, 22
Holiday: May 29

ACADEMIC YEAR ENDS: June 22

Total Days Per Quarter

Fall Quarter	60 days
Winter Quarter	57 days
Spring Quarter	58 days
Orientation	1 day
	176 days

HRS/9-87 MK

B04

MEMORANDUM OF UNDERSTANDING

Article 9 - Load and Class Size

On September 20, 1983, the negotiating teams representing FA and the Board reached tentative agreement on Article 9, Load and Class size. As a portion of that agreement, there was an understanding that in Section 9.5 the term "preparation" means in part a single class in which are combined more than one level of the same subject, for example, French 4,5,6 or Art 37A, 37B, 37C. In addition, there was an understanding that Section 9.5 prescribes a standard number of preparations that does not necessarily include any preparation that may result from implementation of sections 11.1 and 11.2 of Article 11, Class Cancellation, on which the teams reached tentative agreement on May 13, 1983.

Dated: September 20, 1983

MEMORANDUM OF UNDERSTANDING

Article 12 - Reassignment
Article 13 - Transfer

The negotiating team representing the Faculty Association and the Board of Trustees agree that the following are illustrative examples of the conditions under which the reassignments under Section 12.3 of Article 12 and transfers under Section 13.3 of Article 13 may appropriately be made by the Board "to meet the program or staffing of the District":

a) to resolve a persistent personality conflict between a certificated employee and a colleague or supervisor;

b) to fill a vacant position either permanently or temporarily with a high qualified replacement.

Reassignments and transfers shall not be employed in lieu of disciplinary action nor in an arbitrary or capricious manner. The provisions for consultation and concurrence of the Association specified in Sections 12.2, 12.3, 13.2, and 13.3 are intended to ensure appropriate use of administrative discretion in reassignments and transfers.

Dated: December 6, 1983

B06

MEMORANDUM OF UNDERSTANDING

Article 20 - Continued Employment beyond Age 70

FA and the Board acknowledge that the Age Discrimination in employment Amendments of 1986 raise an issue about the continued validity of Article 20, Continued Employment beyond Age 70. The issue has not, however, been addressed by the parties in a definitive way since Article 20 is not currently open for renegotiation. Nevertheless, the Board acknowledges that FA retains the right to argue that Article 20 is legally unenforceable if it later concludes that it must assert such an argument because of its duty to fairly represent certificated employees.

Dated: June 24, 1987

MEMORANDUM OF UNDERSTANDING

Article 22 - Paid Benefits

FA and the Board agree that the following changes shall be made to the plan design of the self-insured medical plan as soon as it is administratively feasible to implement them:

CASE MANAGEMENT

Upon recommendation from Beech Street the Risk Manager shall, under specified conditions and on a case-by-case- basis, have the authority to expand the coverage of the District Medical Plan to cover expenditures that will benefit both the employee and the District over a period in excess of 18 months. Benefits so authorized shall be medically necessary and pertaining to a current and ongoing medical condition (as defined by a physician) and shall be defined in a written plan submitted by Beach Street.

HOSPICE CARE

Coverage for out-patient hospice expense for services furnished or arranged by a State licensed and practicing Hospice Agency shall be added. The benefit shall be 100 percent reimbursement with a lifetime maximum of $10,000 and cover such items as homemaker, drugs, bereavement counseling, pastoral counseling, social worker expense and other items that may not be covered in the Home Health Care coverage. Benefits shall be payable only in those cases certified by a physician to be terminal within an expected period of 12 months or less and shall not include services normally provided free of charge.

PAP SMEARS

Coverage for Pap Smear expenses shall be added. The benefit shall pay up to $15 per test to cover all professional services and laboratory tests.

MIDWIVES

Coverage for midwife services shall be added. The benefit shall apply to the services as a state certified midwife upon referral of a physician or surgeon and shall be subject to all of the terms, conditions, reductions, limitations and exclusions of the Plan.

ACUPRESSURE

Coverage for acupressure services shall be added. The benefit shall apply to services provided by a state certificated practitioner when used for the treatment of pain in lieu of anesthetic and subject to all the terms, conditions, reductions, limitations and exclusions of the Plan.

Dated: October 15, 1986

B08

MEMORANDUM OF UNDERSTANDING

Article 22 - Paid Benefits

The Board and FA, principally to accommodate the establishment of job-sharing arrangements, agree to explore the development of an appropriate and workable system under which the costs of health and welfare benefits for new employees will be shared between the District and each new employee in proportion to the employee's percent of contract. To that end, the parties agree to begin work on a possible revision of Section 22.1, the District's rate structure for health premiums, and other necessary and related issues during the Fall, 1986. The revision should not affect less than full-time employees hired before July 1, 1986 nor should it apply to employees who request a pre-retirement reduction in contract.

Dated: October 15, 1986

MEMORANDUM OF UNDERSTANDING

Article 24 - Salaries for Certificated Employees

The revenue and expense amounts contained in Sections 24.6.1 and 24.6.2 are taken directly from the revised 1987-88 budget. In using those figures, the parties do not intend to require projections that are precise to the dollar. Rather it is the parties' intent that the additional .5 percent will be added to the salary schedules unless a major unanticipated adverse change in district revenues or expenditures for 1987-88 becomes apparent before January, 1988.

Dated: August 3, 1987

B/0

MEMORANDUM OF UNDERSTANDING

Article 26 - Summer Sessions

The parties agree that any reopener under Section 26.7 may include proposed changes in summer pay including but not limited to alteration of the percentage factor on which summer pay is based, the inclusion of the PAA in the base for summer pay calculation and other matters.

Dated: June 10, 1987

B11

MEMORANDUM OF UNDERSTANDING

Article 37 - Contract Instruction

On October 11, 1983, the negotiating teams representing the Faculty Association and the Board of Trustees agreed that the term "direct expenses" as used in Section 37.8 of Article 37 should be precisely defined by the District Contract Instruction Committee with a representative of the Association as a member.

Dated: October 11, 1983

B12

MEMORANDUM OF UNDERSTANDING

Commencement Exercises

FA and the Board agree that it is desirable to have approximately one half of the contract and regular certificated staff attend commencement exercises each year. While attendance is mainly a professional obligation and is not explicitly mandated by the contract, FA and the Board agree to work cooperatively with each other and the Academic Senates to ensure appropriate faculty attendance.

Dated:

B13

MEMORANDUM OF UNDERSTANDING

Early Notice Incentive

The Board and FA agree that the Board may implement the Early Notice Incentive discussed by the parties on October 14. If at some future time either the Board or FA proposes any changes in the incentive, it shall negotiate the changes with the other.

The faculty shall be informed of the Early Notice Incentive by October 22, 1986.

Dated: October 14, 1986

B14

EARLY NOTICE INCENTIVE

1. Within limits set annually as part of the budget process, an Early Notice Incentive will be paid to certificated employees who, during the Fall quarter, give the District a retirement notice as prescribed by this incentive plan and who subsequently comply with all of the other conditions of the plan.

2. The Early Retirement Notice Incentive will consist of a base amount, as specified below, plus interest. The interest will be the amount earned on the base amount from the time it is invested by the District in an interest bearing account until it is paid to the employee after his or her retirement. The District will invest the base amount in an interest bearing account within five working days after the filing of the employee's retirement notice, except that the base amount for employees who file a retirement notice more than 11 complete academic quarters in advance shall be invested 42 months before the retirement date specified in the notice.

3. The base amount of the Early Notice Incentive will be determined as follows:

   a. If the retirement notice specifies a retirement date that is at least five complete academic quarters (approximately 18 months) after the end of the Fall quarter during which it is filed, the base amount will be $1,500.

   b. If the retirement notice specifies a retirement date that is at least eight complete academic quarters (approximately 30 months) after the end of the Fall quarter during which it is filed, the base amount will be $2,500.

4. If, after filing an initial retirement notice, a certificated employee changes his or her retirement plans and submits an amended retirement notice (or files a letter of retirement with a retirement date that is different from the date specified in his or her initial retirement notice), the initial notice will be entirely disregarded and all amounts accumulated in the Early Notice Incentive account established for the employee will remain the property of the District. However, if it otherwise qualifies, the amended notice will be treated as if it were a new initial notice.

5. The annual notice filing period will open on the first day of the Fall quarter and close on the last day of the Fall quarter. A notice is not filed until it is actually received in the office of the Director of Human Resources. If the limit set on the maximum number of participants in any given year is lower than the number of retirement notices filed between the first day of the Fall quarter and October 1 of that year, those certificated

Early Notice Incentive, continued

employees who have the most years of service in the District will be selected as participants. If years of service is an inadequate criterion by which to distinguish among prospective participants, years of service in California public schools will be used as a secondary criterion. If those criteria are still inadequate, selection among the employees with equal years of service in the District and in California public schools will be made by lot. If the limit imposed by the amounts allocated for the Early Notice Incentive as a part of the annual budget process has not been reached by October 1, participation will be on a first come, first served basis.

6. Continued eligibility for the Early Notice Incentive is conditional upon each participant submitting an irrevocable letter of retirement to the Board of Trustees for the Board's formal acceptance. The letter of retirement must be submitted to the Board at least twelve months before the participant's retirement and must specify a retirement date that is the same as the date contained in the participant's notice of retirement. Once the letter of retirement is accepted by the Board, the certificated employee must retire on the date specified in the letter.

7. The Early Notice Incentive will be payable on January 1 following the participant's retirement.

INDEX

TO THE

B16

DISTRICT-FACULTY ASSOCIATION AGREEMENT

(Prepared by Russell C. Nicholas, De Anza College)

Absences, hours of leave to be deducted for	Appendix F
Academic calendar	27.1
Academic calendar, 1987-1988	Appendix G-1
Academic calendar, 1988-1989	Appendix G-2
Academic year, definition of	1.1.9
Accumulated sick leave from other districts	16.20
Accumulation of service credit, part-time faculty	7.12
Addition of new material to personnel file	8.4
Additional compensation, Special Adjunct Faculty	34.6
Additional compensation beyond assignment, part-time faculty	7.14
Additional salary for service beyond academic year	10.11
Adult Education Faculty, Definition of	33.1
Adult Education Faculty, Load	33.3
Adult Education Faculty, Responsibilities	33.2
Adult Education Faculty, Salary	33.4
Advancement within Salary Schedule	24.5
Age 70, Employment beyond	20.1
Agreement, District-Faculty Association, duration of	32.1
Allowance, sick leave, employee less than full-time	16.13.4
Alternate assignment in lieu of reduction-in-force	15.3
Amendment to Notice of Grievance	5.7.2
Announcement of employment opportunity, posting of	7.17
Anonymous material in personnel file, definition of	8.3
Application for Professional Achievement Award	38.3
Application for Training/Retraining Stipend	35.4
Application for unpaid leave when sick leave exhausted	16.23
Application procedure, professional development leave	17.5
Arbitration hearing	5.6
Arbitration hearing, attendance at	5.6.3
Arbitration hearing, costs	5.6.8
Arbitration hearing participants, released time for	5.6.4
Arbitrator, selection of	5.5.5
Arbitrator's expenses, Grievance hearing	5.6.8
Arbitrator's report, Grievance hearing	5.6.6
Assignment, cancellation of, part-time faculty member	7.1.7
Assignment, definition of, part-time faculty member	7.6
Assignment, less than full load	11.1
Assignment of a schedule of duties	10.4
Assignment preference, part-time faculty member	7.1.4
Assignment to other subject-matter areas, conditions for	12.2
Assignment, withdrawal of, part-time faculty member	7.5
Assignments, obligation to meet	10.8
Assignments, rotation of	10.5
Association access to written policies for employment conditions	3.2
Association, Faculty, definition of	1.1.1
Association representation on district committees	3.7
Association representatives, released time for	3.6

Association rights	3.1
Attendance at arbitration hearing	5.6.3
Bargaining unit, definition of	1.2
Basic monthly earnings, definition of, for extended sick leave	16.21.1
Benefits, certificated employee, termination due to reduction-in-force	15.10
Benefits, Dental care	22.4
Benefits, dependents of certificated employees	22.1
Benefits, dependents of retired employees	23.3
Benefits during unpaid leave of absence	22.8
Benefits, Early Retirement Program	19.3
Benefits for dependents, Kaiser Foundation Health Plan	22.2.1
Benefits for dependents, Self-insured medical plan	22.2.2
Benefits for retired employees with state disability allowance	23.2.2
Benefits, Kaiser Foundation Health Plan	22.2.1
Benefits, Medical and Hospital	22.2
Benefits, Medicare, retired certificated employees	23.5
Benefits, prescription drugs	22.2.2
Benefits, retired employees	23.1
Benefits, Special Adjunct Faculty	34.7
Benefits, surviving spouse	23.3
Benefits, Vision care	22.3
Benefits while on Professional Development Leave	17.10
Benefits while on unpaid leave	16.29
Bereavement leave	16.8
Board action on material not in personnel file, prohibition against	8.8
Board, definition of	1.1.2
Board reasons for reduction-in-force	15.2
Board, rights, powers, and authority of	2.3
Board selection of special summer session faculty	26.5
Calendar, Academic	27.1
Calendar, Academic, 1987-1988	Appendix C-1
Calendar, Academic, 1988-1989	Appendix C-2
Calendar week, required days of work during	11.2
Campus, definition of, for transfer purposes	13.1
Canceling of class assignments	11.3
Cancellation of assignment, part-time faculty member	7.1.7
Cause for termination of reemployment preference, part-time faculty	7.10
Cause for termination of service credit, part-time faculty	7.10
Certificated employee, definition of	1.1.3
Certificated employee, part-time assignment	10.6
Certificated employee, part-time, temporary, definition of	7.1.1
Certificated employee, physical disability	28.2
Certificated employee, working less than full-time, sick leave	16.13.4
Certificated employees, benefits, reduction-in-force	15.10
Certificated employees, salaries	24.1
Certificated employees, sick leave allowance when on leave without pay	16.14
Chancellor, definition of	1.1.6
Changes in Agreement, negotiations for	2.4
Child Development Program Faculty Salary Schedule	24.2
Child Development Program Faculty Salary Schedule	Appendix B
Class assignments, canceling of	11.3
Class preparations, limitations of	9.5

Class size, definition of 9.4.1
Class size, limitation of 9.4
Class size, maximum, definition of 9.4.1
Class size, minimum, definition of 9.4.1
College year, definition of 1.1.8
Commencement, attendance at 10.13
Committee, Contract Review and Consultation 29.1
Committee meetings, maximum number faculty required to attend 10.9
Committee membership, District Professional Development Committee 17.6
Compensation, additional, beyond assignment, part-time faculty 7.14
Compensation for professional development leave 17.9
Compensation for termination of assignment, temporary part-time certificated employees 7.13
Compensatory time for service beyond academic year 10.11
Competency requirement for reassignment, reduction-in-force ... 15.6
Complete service increment, definition of 3.6.5
Conciliation 5.1
Conciliation and grievance service charge for employees not F.A. members 4.12
Conciliation committee 5.1.2
Conditions for assignment to other subject-matter areas 12.2
Conditions for pre-retirement reduction in contract 18.2.1
Conditions for professional development leave 17.11
Confidentiality of pre-employment material in personnel file .. 8.2
Consolidation of grievances, action by Executive Council 5.7.3
Contents of a Notice of Grievance 5.3.3
Continued employment beyond age 70 ..... 20.1
Contract certificated employee, evaluation of 6.1
Contract employee, definition of 1.1.4
Contract instruction, definition of 37.1
Contract instruction, salary 37.5
Contract reduction, other than pre-retirement conditions 18.9
Contract Review and Consultation Committee 29.1
Copyright policy, Telecommunications 39
Correction of material in personnel file 8.5
Costs of Arbitration hearing 5.6.8
Counselors, salary 25.5
Course Load Factor, definition of 26.3
Credentials for reassignments, reduction-in-force 15.8
Day-to-day substitute, salary 24.3
Deductions from salary 3.3
Definition of qualified certificated employee, for benefits ... 22.1
Deletion of material in personnel file 8.5
Dental care benefits 22.4
Dependents, benefits for, Kaiser Foundation Health Plan 22.2.1
Dependents, benefits for, self-insured medical plan 22.2.2
Dependents of certificated employees, benefits for 22.1
Dependents of retired employees, benefits 23.3
Disability, long term insurance benefits 22.6
Dismissal for non-payment of Faculty Association dues 4.7
Dismissal of employee who revokes a Faculty Association payroll deduction 4.7
Disposal of grievance hearing documents 5.7.6
District committees, Faculty Association representation on 3.7
District, definition of 1.1.7
District Professional Development Committee, duties 17.7

District Professional Development Committee membership 17.6
District representative, definition of, for a grievance procedure 5.2.2
Division Assistant, salary 25.3.1
Dues, Faculty Association 4.1
Dues, payroll deduction for 4.2.1
Duration of District-Faculty Association Agreement 32.1
Duties, District Professional Development Committee 17.7
Duties of employee on partial leave 16.27
Early Retirement Incentive Program 19.1
Early Retirement Incentive Program, benefits 19.3
Early Retirement Incentive Program, part-time employment 19.3
Early Retirement Incentive Program, Personal necessity leave credit 19.3
Early Retirement Incentive Program, salary 19.4
Early Retirement Incentive Program, sick leave credit 19.3
Early Retirement Incentive Program, work plan 19.6
Educational leave, unpaid 16.31
Effect of Agreement (F.A. - District Agreement) ..... 2.
Eleven-month employee, reduction in salary 10.12.2
Eleven-month employees, required days of service 10.10
Eleven-month employees, sick leave allowance 16.13.2
Eligibility conditions for Professional Development Leave 17.1
Employee Assistance Program 22.7
Employee, contract, definition of 1.1.4
Employee, certificated, definition of 1.1.3
Employee dismissal for revoking a Faculty Association payroll deduction 4.7
Employee, dismissal of, for non-payment of Faculty Association dues or fees 4.7
Employee, less than full-time, sick leave allowance 16.13.4
Employee, part-time temporary certificated, definition of 7.1.1
Employee, regular, definition of 1.1.5
Employee, reprimand of 31.2
Employees, class preparations, limitations of 9.5
Employees, disabled after October 31, 1986 ..... 22.7.1
Employment beyond age 70 ..... 20.1
Employment of retired employees 21.1
Employment record, correction of 8.5
Employment record, definition of 8.1
Employment record, deletion of 8.5
Employment record, release of information from 8.1.3
Employment record, right to inspect by appropriate officials .. 8.1.3
Equivalent hours, personal necessity leave 16.3
Evaluation of contract certificated employees 6.1
Evaluation of part-time faculty members 7.9.1
Evaluation of regular certificated members 6.1
Evaluation of temporary certificated employees 6.1
Evaluation, official, purpose of 6.2
Evaluations, self, peer, student 6.5
Excess of regular load, bank hours for 40.1
Exchange leave 16.24
Executive Council members, work assignments 3.4
Executive Head, salary 25.2
Exhaustion of sick leave, application for unpaid leave 16.23
Expenses of arbitrator for a grievance hearing 5.6.8
Expenses for official trips, reimbursement of 14.2
Extended sick leave 16.21
Extended sick leave, "basic monthly earnings" definition of ... 16.21.1

B20

Extra-duty assignment as part of normal load 11.1
Faculty Association, definition of 1.1.1
Faculty Association-District Agreement, duration of 32.1
Faculty Association dues 4.1
Faculty Association, exclusive representative of the bargaining unit 2.6
Faculty Association rights 3.1
Faculty Association Scholarship Fund 4.11
Faculty Association service fee 4.1
Faculty, full-time, Salary Schedule ..... Appendix A
Faculty member, part-time, definition of 7.1.2
Faculty salaries 24.1
Faculty, Salary Schedule, Child Development Program ..... Appendix B
Faculty selection, summer session 26.1
Faculty, Special Adjunct 34.1
Faculty, summer session, selection of 26.1
File a grievance, definition of 5.2.5
Filing a Formal Grievance, procedure for 5.3.3
Filing a Formal Grievance, who may file 5.3.1
Filing a Notice of Grievance 5.3.3
Flex days 27.2
Formal grievance, filing of 5.3
Fringe benefits, see Paid Benefits 22.1
Full-time Faculty Salary Schedule ..... Appendix A
Full-time leave, unpaid 16.27
Full-time leave without pay, salary adjustment 16.30
Full-time, unpaid leave 16.27
Fund, Professional Conference 36.1
General provisions, Faculty Association-District Agreement .... 1.
Grievance and conciliation service charges for employees not Faculty Association members 4.12
Grievance, definition of 5.2.1
Grievance, Faculty Association declines to submit to arbitration 5.5.1
Grievance hearing, arbitrator's expenses 5.6.8
Grievance hearing, arbitrator's report 5.6.6
Grievance hearing documents, disposal of 5.7.6
Grievance hearing, representation at 5.3.2
Grievance hearing, time limits 5.7.1
Grievance, Internal review of 5.4
Grievance, procedure for filing a 5.3.3
Grievance procedure, termination, reduction-in-force process .. 15.11.1
Grievance, request for arbitration of 5.5
Grievance, who may file 5.3.1
Grievances, consolidation of, action by Executive Council 5.7.3
Hearing, arbitration 5.6
Hearing, arbitration, attendance at 5.6.3
Hearing, arbitration, released time for participants 5.6.4
Hearing, arbitrator's report 5.6.6
Hearing, grievance, arbitrator's report 5.6.6
Hearing, reduction-in-force process 15.11.2
Hours of leave to be deducted for absences ..... Appendix F
Immediate family member, definition of, for personal necessity leave reasons 16.7
Incentive Program, Early Retirement 19.1
Increment, service, definition of 3.6.5
Individual employment contract 1.3
Industrial accident leave 16.25.3
Insurance benefits, long-term disability 22.6
Insurance, Life, benefits 22.5

B21

Internal review, grievance procedure 5.4
Invalidity of any Agreement provision 2.2
Jury duty leave 16.26
Kaiser Foundation Health Plan, benefits 22.2.1
Layoff, avoidance of, by reduction-in-contract 15.3
Leave, Bereavement 16.8
Leave, Exchange 16.24
Leave, full-time, unpaid 16.27
Leave, Industrial accident 16.25.3
Leave, Jury duty 16.26
Leave, Legislative 16.25.2
Leave, Military 16.25.1
Leave, Personal Necessity, definition of 16.1
Leave report, monthly 16.32
Leave, Sick 16.12
Leave without pay, sick leave allowance for 16.14
Leaves, banking 40.1
Legislative leave 16.25.2
Less than full load, additional assignment 11.1
Librarians, summer session salary 26.6
Life insurance 22.5
Limitation of class size 9.4
Limitations of class preparations 9.4
Long-term disability insurance benefits 22.6
Long term disability insurance benefits after sick leave used . 16.23
Load, Adult Education Faculty 33.3
Load, definition of 9.2
Maximum class size, definition of 9.4.1
Medical and Hospital benefits, general 22.2
Medical and Hospital benefits, age 70 and older 22.3
Medical plan, self-insured 22.2.2
Medicare benefits for retired certificated employees 23.5
Meeting and negotiating, released time for 3.6
Meetings, maximum number faculty required to attend 10.9
Mileage reimbursement for service at several places in district 14.1
Military leave 16.25.1
Minimum class size, definition of 9.4.1
Monthly leave report 16.33
Mutual consent, employee's work schedule 10.4
Negative material in personnel file, right to respond to same . 8.7
Negotiating and meeting, released time for 3.6
Negotiating team, work assignments 3.5
New material in personnel file, addition of 8.4
Notice of Grievance, Amendment to 5.7.2
Notice of Grievance, contents of 5.3.3
Notice of Grievance, definition of 5.2.6
Notice of Grievance, filing of 5.3.3
Nondiscrimination clause 28.1
Non-payment of Faculty Association dues, dismissal of employee for 4.7
Notification and Acceptance of Assignment, part-time faculty member 7.1.5
Notification of termination, reduction-in-force, Board copies to Faculty Association 15.9
Normal academic work day, definition of 10.1
Normal academic work week, definition of 10.2
Normal load, extra-duty assignment as part of 11.1
Obligation to meet assignments 10.8
Objection to Payment of Fees, statement 4.9

Obligation to meet assignments 10.8
Office hours 10.7
Official evaluation, purpose of 6.2
Official trips, travel expenses for 14.2
On campus personnel file, definition of 8.4
Optional payments, in lieu of Faculty Association dues or service fees 4.10.2
Organizational security provisions 4.1
Orientation day 27.2
Other subject-matter areas, reassignment to 12.3
Paid benefits 22.1
Paid benefits, pre-retirement reduction in contract 18.5
Paid benefits while on unpaid leave of absence 16.29
Partial leave, unpaid 16.27
Partial unpaid leave, personal necessity leave credit 16.30
Partial unpaid leave, salary 16.30
Partial unpaid leave, sick leave credit 16.30
Participants at arbitration hearing, released time for 5.6.4
Part-time assignment, certificated employee 10.6
Part-time employee, sick leave allowance 16.15
Part-time employment, Early Retirement Incentive Program 19.3
Part-time faculty member, assignment, definition of 7.6
Part-time faculty member, assignment preference 7.1.4
Part-time faculty member, cancellation of assignment 7.1.7
Part-time faculty member, definition of 7.1.2
Part-time faculty member, evaluation of 7.9.1
Part-time faculty member, Notification and Acceptance of Assignment 7.1.5
Part-time faculty member, reemployment preference, attainment of 7.3
Part-time faculty member, reemployment preference, termination of 7.9
Part-time faculty member, seniority for assignments 7.3
Part-time faculty member, service credit 7.2
Part-time faculty member, service credit, accumulation of 7.12
Part-time faculty member, termination of reemployment preference in a division 7.8
Part-time faculty member, termination of service credit in a division 7.8
Part-time faculty member, withdrawal of assignment 7.5
Part-time Faculty Salary Schedule ..... Appendix C
Part-time faculty, salaries 24.3
Part-time temporary Adult Education faculty, salary 33.5
Part-time temporary certificated employee, compensation for termination of assignment 7.13
Part-time temporary certificated employee, definition of 7.1.1
Part-time temporary certificated employee, personal necessity leave 16.2
Payments, in lieu of Faculty Association dues or service fees . 4.10.2
Payroll deduction for Faculty Association dues or service fees 4.2
Payroll deduction form, revocation of by employee 4.5
Peer, self, student evaluation 6.5
Personal necessity leave credit, Early Retirement Incentive Program 19.3
Personal necessity leave credit when on partial unpaid leave .. 16.30
Personal necessity leave, definition of 16.1
Personal necessity leave, equivalent number of hours 16.3
Personal necessity leave, part-time temporary certificated employee 16.2

Personnel file, addition of new material in 8.4
Personnel file, anonymous material, definition of 8.3
Personnel file, correction of material in 8.5
Personnel file, deletion of material in 8.5
Personnel file, prohibition against Board action on material not contained in 8.8
Personnel file, right to inspect 8.1
Physical disability, certificated employee 28.2
Physician's statement for sick leave 16.17
Placement on Salary Schedule 24.5
Post-retirement employment 21.1
Post-retirement employment salary 21.2
Posting of Announcement of Employment Opportunity Notice 7.17
Pre-employment material in personnel file, confidentiality of . 8.2
Pre-employment material in personnel file, definition of 8.2
Pre-employment material in personnel file, retention of 8.2
Pregnancy and related conditions, sick leave for 16.18
Pre-retirement reduction in contract, conditions 18.2.1
Pre-retirement reduction in contract, paid benefits 18.5
Prescription drug benefits 22.2.2
Procedure for transfer 13.2
Professional Achievement Award, Professional Growth requirement for 38.4
Professional Achievement Award, Special Service Requirement for 38.6
Professional Achievement Awards, purpose of 38.1
Professional Achievement Awards, Salary 38.8
Professional conference fund 36.1
Professional development leave, application procedure 17.5
Professional development leave, compensation for 17.9
Professional development leave, conditions for 17.11
Professional development leave, eligibility conditions for 17.1
Professional development leave report 17.13
Professional Growth Requirement for Professional Achievement Award 38.4
Program, Employee Assistance 22.7
Prohibition against Board action for materials not in personnel file 8.8
Purpose of official evaluation 6.2
Purposes for retraining/training stipend 35.3
Qualifications for assignments, reemployment preference, part-time faculty 7.3
Qualifications for professional development leave 17.1
Qualifications for reassignment 12.1
Qualified certificated employee, definition of (for benefits) . 22.1
Reassignment to other subject-matter areas 12.3
Reassignments, credentials for, reduction-in-force status 15.8
Reassignments, qualifications for 12.1
Reduction in contract, other than pre-retirement conditions ... 18.9
Reduction in contract to avoid layoff 15.3
Reduction in contract written request, specifics therein 18.8
Reduction-in-force, alternate assignment, in lieu of 15.3
Reduction-in-force, Board reasons for 15.2
Reduction-in-force, competency for reassignment 15.6
Reduction-in-force, definition of 15.1
Reduction-in-force, hearing 15.11.2
Reduction-in-force, notifications of termination, Board copies to Faculty Association 15.9
Reduction-in-force status, reassignment, seniority 15.5
Reduction-in-force status, termination order 15.4

Reduction-in-force terminations, grievance procedure 15.11.1
Reduction in normal duties due to special assignment 25.4
Reduction in salary, eleven-month employee 10.12.2
Reduction in salary, ten-month employee 10.12.1
Reduction in salary, twelve-month employee 10.12.3
Reemployment preference, attainment of, part-time faculty member 7.3
Reemployment preference, qualifications for assignments, part-time faculty 7.3
Reemployment preference, termination of, part-time faculty member 7.9
Reemployment preference, termination of, part-time faculty member in a division 7.8
Regular academic year, definition of 10.3
Regular academic year, definition of, for hours and scheduling 10.3
Regular certificated employee, evaluation of 6.1
Regular certificated or contract employee less than full time, sick leave 16.13.4
Regular employee, definition of 1.1.5
Regular faculty salary schedule, definition of 26.3
Reimbursement for paid benefits when on unpaid leave 16.29
Reimbursement of expenses for official trips 14.2
Release of information from employment record 8.1.3
Release time for arbitration hearing participants 5.6.4
Released time for Association representatives 3.6
Released time for meeting and negotiating 3.6
Report, Monthly Leave 16.33
Report of arbitrator, grievance hearing 5.6.6
Report, Professional Development Leave 17.13
Representation at a grievance hearing 5.3.2
Reprimand, definition of 31.1
Reprimand of employee 31.2
Request for arbitration of a grievance 5.5
Required days of service, eleven-month contract employees 10.10
Required days of service, ten-month contract employees 10.10
Required days of service, twelve-month contract employees 10.10
Required days of work during a calendar week 11.2
Resignation, definition of 30.1
Resignation, procedure 30.2
Responsibilities, Adult Education Faculty 33.2
Retention of preemployment material in personnel file 8.2
Retired employee with state disability allowance, benefits for 23.2.2
Retired employees, benefits for 23.1
Retired employees, definition of 23.2
Retired employees, employment of 21.1
Retraining/training stipend, application for 35.4
Retraining/training stipend, eligibility for 35.2
Retraining/training stipend, purposes 35.3
Retraining/training/revitalization stipend 35.1
Revocation of payroll deduction form by employee 4.5
Right to inspect personnel file 8.1
Right to respond to negative material in personnel file 8.7
Rights of the Faculty Association 3.1
Rights, powers, and authority of the Board 2.3
Rotation of assignments 10.5
Salary, Adult Education Faculty 33.4
Salary, Certificated employees 24.1
Salary, Child Development Program faculty 24.2
Salary, Contract Instruction 37.5

Salary, counselors 25.5
Salary, day-to-day substitute 24.3
Salary, Early Retirement Incentive Program 19.4
Salary, Executive Head 25.2
Salary, deductions from 3.3
Salary, Division Assistant 25.3.1
Salary, Faculty 24.1
Salary for partial unpaid leave 16.30
Salary for service beyond academic year 10.10
Salary, Part-time faculty 24.3
Salary, Part-time temporary Adult Education Faculty 33.5
Salary, partial unpaid leave 16.29
Salary, Post-retirement employment 21.2
Salary, Professional Achievement Awards 38.8
Salary, Professional Development Leave 17.9
Salary Schedule, Adult Education, Part-Time ..... Appendix E
Salary Schedule, advancement within 24.5
Salary Schedule, Child Development Program Faculty ..... Appendix B
Salary Schedule, Full-Time Faculty ..... Appendix A
Salary Schedule, Part-Time Faculty ..... Appendix C
Salary Schedule, placement on 24.5
Salary Schedule, Special Adjunct Faculty 34.5
Salary, substitute certificated employees 24.3
Salary, summer session, librarians 26.6
Salary, summer session, teaching faculty 26.3
Schedule of duties, assignment of 10.4
Schedule of office hours 10.7
Scholarship Fund, Faculty Association 4.11
School day, definition of 5.2.4
Selection of arbitrator for grievance hearing 5.5.5
Selection of Faculty, summer session 26.1
Self-insured medical plan 22.2.2
Self, peer, student evaluations 6.5
Seniority for assignments, part-time faculty member 7.3
Seniority of reassignments, reduction-in-force status 15.5
Service at several places in the district, mileage reimbursement for 14.1
Service beyond the academic year, additional salary for 10.10
Service beyond the academic year, compensatory time for 10.11
Service credit, accumulation of, part-time faculty member 7.12
Service credit, definition of 7.1.3
Service credit, part-time faculty member 7.2
Service credit, termination of, part-time faculty member 7.9
Service credit, termination of, part-time faculty member in a division 7.8
Service fee, Faculty Association 4.1
Service fees, payroll deduction for 4.2
Service increment, definition of 3.6.5
Sick leave 16.12
Sick leave, accumulated from other districts 16.20
Sick leave allowance, certificated employee on leave without pay 16.14
Sick leave allowance, employee less than full-time 16.12
Sick leave, contract employees working less than full-time 16.12
Sick leave credit, Early Retirement Incentive Program 19.3
Sick leave credit when on partial unpaid leave 16.30
Sick leave days allowance, eleven-month employees 16.13.2
Sick leave days allowance, ten-month employees 16.13.1
Sick leave days allowance, twelve-month employees 16.13.3

Sick leave, exhaustion of, application for unpaid leave 16.23
Sick leave, extended 16.21
Sick leave hourly allocation for various work schedules 16.16
Sick leave, part-time employee on leave without pay 16.14
Sick leave, part-time temporary certificated employee 16.15
Sick leave, physician's statement 16.17
Sick leave, pregnancy and related conditions 16.18
Sick leave, summer session 26.4
Special Adjunct Faculty 34.1
Special Adjunct Faculty, Additional Compensation 34.6
Special Adjunct Faculty, Benefits 34.7
Special Adjunct Faculty Salary Schedule 34.5
Special Service Requirement for Professional Achievement Award 38.6
Special assignment, definition of 25.1
Special assignment, reduction in normal duties for 25.4
Special summer session faculty, selection by Board 26.5
Specifics required in request for a reduction-in contract 18.8
Statement of objection to payment of Faculty Association fees or service fees 4.9
Stipend, Training/Retraining/Revitalization 35.1
Substitute certificated employee salaries 24.3
Summer session faculty, selection of 26.1
Summer session salary, librarians 26.6
Summer session salary, teaching faculty 26.3
Summer session sick leave 26.4
Surviving spouse, benefits 23.3
Telecommunications 39
Temporary certificated employee, evaluation of 6.1
Termination hearing, reduction-in-force 15.11
Termination of reemployment preference, cause for, part-time faculty 7.10
Termination of reemployment preference, part-time faculty member 7.9
Termination of reemployment preference, part-time faculty member in a division 7.8
Termination of service credit, cause for, part-time faculty ... 7.10
Termination of service credit, in a division, part-time faculty member 7.8
Termination of service credit, part-time faculty member 7.9
Termination order, reduction-in-force status 15.4
Termination, reduction-in-force, benefits 15.10
Termination, reduction-in-force, grievance procedure 15.11.1
Ten-month employee, reduction in salary 10.12.1
Ten-month employees, required days of service 10.10
Ten-month employee, sick leave days allowance 16.13.1
Time limits, grievance hearing 5.7.1
Training, Retraining, Revitalization Stipend 35.1
Training, Retraining, Revitalization stipend, application for . 35.4
Training, Retraining, Revitalization stipend, eligibility for . 35.2
Training, Retraining, Revitalization stipend, purposes 35.3
Transfer, definition of 13.1
Transfer, procedure for 13.2
Travel expenses for official trips 14.2
Twelve-month employee, reduction in salary 10.12.3
Twelve-month employees, required days of service 10.10
Twelve-month employees, sick leave days allowance 16.13.3
Unpaid educational leave 16.31
Unpaid leave, benefits for 16.29

B27

Unpaid leave, full-time 16.27
Unpaid leave of absence, benefits during 22.8
Unpaid leave of absence, full-time 16.27
Unpaid leave, partial, duties of employee on 16.27
Unpaid leave, reimbursement for paid benefits 16.29
Vision care benefits 22.3
Vocational Placement ..... Appendix D
Who may file a grievance 5.3.1
Work assignments, Faculty Association Executive Council members 3.4
Work assignments, Negotiating Team 3.5
Work day, normal academic, definition of 10.1
Work plan, Early Retirement Incentive Program 19.6
Work week, normal academic, definition of 10.2
Working day, definition of, for a grievance procedure 5.2.3
Written policies for employment conditions, Faculty Association access to 3.2
Year, academic, definition of 10.3

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